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ABSTRACT

Strikes and threats of strikes have become one of the realities of public education. School districts must be prepared to deal with strikes and the problems that they present. This manual is designed to provide a brief overview of the law relating to public employee strikes and to assist districts in adopting their own strike plans. It offers suggestions regarding the delegation of responsibilities during a strike and provides checklists that can be used by administrators to help ensure that all critical tasks have been completed. Chapter I is a review of basic legal issues presented by strikes. Chapters II through IX outline the roles and responsibilities of members of the strike team and school principals charged with the difficult task of ensuring that the district continues to provide essential services during the pendency of a strike with the least possible disruption. Chapter X outlines poststrike procedures to help bring the district back to normal. The chapters are followed by appendices containing checklists, questionnaires, agendas, news releases, and similar materials designed to facilitate the role of the administrator during a strike. (MLF)

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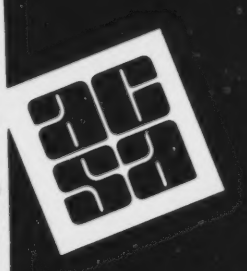

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THE STRIKE MANUAL

Association of California School Administrators

and the

ACSA Employer/Employee Relations Committee

Editor-in-Chief
Richard J. Loftus, Jr.
Attorney at Law
Littler, Mendelson, Fastiff & Tichy

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1986-87

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Watsonville, CA

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Shirley Woo	Los Angeles Unified SD, Los Angeles, CA

Staff Liaison: Fred Leonard
Director of Field Services

The ACSA Employer/Employee Relations Committee is made up of administrators who are responsible for collective bargaining in the public schools of California. The committee is statewide, and has responsibility for advising and informing administrators on the current trends, development, procedures and processes pertinent to the field of collective bargaining. It has been instrumental in the continuing presence of ACSA as management's advocate in this arena, and its members have served as advisors to this publication.

EDITORS

This volume was prepared with the input and cooperation of several attorneys within the law firm of Littler, Mendelson, Fastiff & Tichy. The firm specializes in labor relations and employment discrimination matters and represents a wide range of clients from both the private and public sectors, including many school districts. Littler, Mendelson, Fastiff & Tichy is one of the largest firms in the country practicing exclusively labor law and presently has offices throughout California as well as in Baltimore, Maryland.

Editors

Richard J. Loftus, Jr.
Richard J. Currier
Barbara S. de Oddone
Michael J. Hogan
Gary G. Mathiason
Mary Jo McGrath
William W. Merrill
Larry P. Schapiro
Joan M. Wakeley
Patricia P. White

Littler, Mendelson, Fastiff & Tichy
Sixty South Market Street, Suite 1100
San Jose, California 95113-2303

The editors wish readers to be aware that this manual is not a substitute for legal advice. Districts should use this manual as an aid and review their plan with their attorneys.

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INTRODUCTION

INTRODUCTION

Strikes and threats of strikes have become one of the realities of public education. Districts, therefore, must be prepared to deal with strikes and the problems which they present. One way in which a district can prepare is to have a strike plan in place well before a strike is called. A comprehensive strike plan may not only help to minimize the impact of the strike on the district's ability to render essential services, but may serve to discourage employees from striking in the first place.

While in the private sector unions strike in an attempt to put enough economic pressure on the employer to force it to concede to its bargaining demands, in a public sector strike there is little opportunity for the employee organization to hurt the employer economically. Unless a district fails to provide the minimum state mandated days of instruction, its revenues continue.

Since public employee organizations have little economic leverage on school districts, the major focus in an employee strike is to attack the district politically. Employee organizations have become adept at using strikes as political tools. Many strikes are accompanied by attempts to discredit district administration by petitions, mass community rallies and tactical lawsuits designed to change the will of the board. Strikes most often happen, therefore, where there is an unstable relationship between the community and the board. Employee organizations which politically control the community or the board do not need to strike. On the other hand, employee organizations have learned that they cannot win in a strike against a board united with the community. It is where the board and the community are split that the employee organizations call strikes, hoping by political action to pick up one, two, three or more votes to achieve their goals. A good strike plan can help to ensure a united board and community.

Districts must become adept at using the tools in their possession to politically injure the union. Focusing on the union's actions, as opposed to those of individual striking employees, and discrediting the union in the eyes of the public is a critical goal of a strike plan. This requires complete cooperation from all members of management.

In a broad conceptual context, the strike plan must do six things:

(1) Reduce employee participation in the strike

(2) Provide services as the district is able, based on present priorities

(3) Provide alternative sources of vital goods and services, including strike replacements

(4) Minimize the negative political impact of the strike on the district through effective public relations and legal actions

(5) Maximize the negative political impact of the strike on the union through effective public relations and legal actions

(6) Get the strikers back to work as quickly as possible

This Manual is designed to provide a brief overview of the law relating to public employee strikes and to assist districts in adopting their own strike plans tailored to their own particular needs and circumstances. It offers suggestions regarding the delegation of responsibilities during a strike and provides checklists which can be used by administrators to help insure that all critical tasks have been completed.

Chapter I of this Manual is a review of basic legal issues presented by strikes. Chapters II through IX outline the roles and responsibilities of members of the strike team and school principals charged with the difficult task of ensuring that the district continues to provide essential services during the pendency of a strike with the least possible disruption. Chapter X outlines post-strike procedures to help bring the district back to normal.

CHAPTER I

LEGAL ISSUES AND BASIC STRIKE POLICIES

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LEGAL ISSUES AND BASIC STRIKE POLICIES

A. Types of Strikes

When administrators talk about a strike they usually mean a long-term refusal of employees to provide services, accompanied by picketing. In fact, the term "strike" covers many more activities. Any refusal by an employee to provide services to the district based on an attempt to change matters relating to wages, hours or working conditions of two or more employees is a strike.

An effective strike contingency plan must be prepared to handle a wide variety of strikes. Some examples of types of strikes include:

1. Sick-out--often called "blue flue" or "chalk dust flu", is a strike without picket lines. The employees try to disrupt the flow of educational services by mass calling-in sick.

2. Work to Rule--is a job action that slows the delivery of goods and services because the employees very deliberately follow every rule, policy or procedure of the employer. This strike is common where the teachers provide "voluntary" services. In some districts back-to-school night, open house, substitute assignments, etc., are voluntary and teachers simply refuse to participate.

3. Rolling Strike--is quite effective in large school districts. In the rolling strike the union strikes different work sites on different days. The idea is to disrupt the flow of educational services by confusing the employer.

4. Ping Pong Strike-- also known as the intermittent strike, is one in which the union may strike one day, wait three days and strike two days. The employees "ping" by going on strike, then "pong" by returning to work for awhile and then "ping" back on strike.

5. No-Warning Strike--often referred to as the "academy awards strike," is a situation where employees picket each morning before work. The picket captain at each site receives a sealed envelope announcing whether the employees strike or go to work. An interesting variation is when the instructions are to send the employees to work, but to tell them to walk off the job at a particular time.

6. Sit-in Strike--is where the employees report to work, occupy their work stations and then refuse to work. The flow of goods and services stops and the employer must contend with employees on the job site.

B. Legality of Public School Employee Strikes

Prior to the case of San Diego Teachers Assn. v. The Sup. Ct. of San Diego Co., 24 Cal. 3d 1 (1979), it was clear that California public school employees did not have the right to strike for any reason. In San Diego, the district had obtained a restraining order against a teachers association strike. When the association violated the order, the court found the association in contempt and imposed a fine. The California Supreme Court overturned the order and ruled that PERB had exclusive jurisdiction to determine whether a strike was an unfair practice and what, if any, remedies to pursue.

PERB followed this decision with cases in Modesto, Fremont, Fresno and Rio Hondo1/ which partially spelled out, as far as PERB was concerned, the legality of strikes in California. In summary, those cases found that: (a) strikes provoked by an employer's unfair practices are protected by the Educational Employment Relations Act (EERA), (b) it is an unfair labor practice for employees to strike (except in response to an employer's unfair practices) prior to the completion of the impasse procedures; and (c) withdrawal of voluntary services is protected activity.

Subsequent to these decisions, the PERB disapproved unannounced intermittent and partial strikes. In San Ramon Valley Unified School District, 8 PERC 15187 (1984), after four unannounced one-day strikes in an eight-month period, PERB directed its general counsel to seek an injunction requiring the teachers' association to give 60 hours notice prior to going out on strike. Public school employees were analogized to hospital employees, who are required by the National Labor Relations Act to provide 10 days notice prior to striking. PERB stated:

> Public school employers have a right to try to keep educational institutions functioning during work stoppages. The lack of adequate time to inform parents of impending work stoppages and to obtain substitute personnel will greatly hinder such efforts. Moreover, when parents have no advance notification of a strike, they cannot reasonably determine whether their minor

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1/ Modesto City Schools, Charging Party v. Modesto Teachers Association, CTA/NEA, Respondent. Case Nos. S-CE-318, 319, 320, 323, 324, 325, 326, 328, 329; PERB Decision No. 291 (3/8/83). Fremont Unified School District, Charging Party v. Fremont Unified District Teachers Association, CTA/NEA. Case Nos. SF-CO-19, SF-CO-20, SF-CO-92, 136a (3/25/82). Fresno Unified School District, Charging Party v. Fresno Teachers Association, Respondent. Case Nos. S-CO-33, S-CE-25; PERB Order No. 208 (4/30/82). Rio Hondo Faculty Association, CTA/NEA, Charging Party v. Rio Hondo Community College District, Respondent. Case Nos. LA-CE-1158, LA-CO-141; PERB Order No. 292 (3/8/83).

> children can safely be sent to school and cannot make alternative arrangements for their care during school hours should they so desire.
>
> Thus, we find there is reasonable cause to believe that a 'supra' strike, that is, one which occurs without adequate notice to the employer, would constitute an unlawful pressure tactic in breach of the employee organization's duty to negotiate in good faith and, therefore, in violation of section 3543.6(c).

In El Dorado Union High School District,2/ teachers were contractually required to "be available" and "report for duty" 30 minutes before the start of classes each day. As part of their bargaining strategy, teachers picketed at the entrance to the school during these 30 minutes. PERB found this to be a violation of Cal. Gov't. Code Section 3543.6(c) reasoning that the action was equivalent to a partial withholding of services, leaving the district unable to "defend itself."

In 1985, the legality of public employee strikes in light of the common law prohibition against strikes was addressed by the California Supreme Court in the case of County Sanitation District No. 2 v. Los Angeles County Employees' Association, 38 Cal. 3d 564 (1985). The Supreme Court, held that it is not per se unlawful for public employees to engage in a concerted work stoppage for the purpose of improving their wages or conditions of employment, unless it has been determined that the work stoppage poses an imminent threat to public health and safety. Although the Supreme Court considered specifically the right of public employees under the Mayer-Milias-Brown Act, until recently, this case was interpreted by many observers to mean that both unfair labor practice strikes (strikes provoked by an employer's unfair labor practices) and economic strikes (strikes to improve wages or other terms and conditions of employment) are generally lawful when engaged in by public school employees. Two recent PERB decisions, however, have cast considerable doubt on the lawfulness of public school employee strikes.

In Sacramento City Unified School District,3/ a unanimous PERB panel comprised of chairperson Hesse and members Porter and Craib affirmed its position that pre-impasse strikes create "a 'rebuttable presumption' that the employee organization is either refusing to negotiate in good faith and/or

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2/ El Dorado Union High School District v. El Dorado Union High School District Faculty Association (Case No. S-CO-117; PERB Order No. 537 (12-02-85).

3/ Sacramento City Unified School Dist. v. Sacramento City Teachers' Association PERB Order No. 1R-49 (2-17-87).

refusing to participate in impasse procedures."4/ The decision went on to state that in an alleged unfair practice strike, PERB will consider "whether (1) the totality of the Association's conduct raises an inference of bad faith and (2) whether the work stoppage was provoked by the District's own unlawful conduct and was undertaken as a last resort."5/ Under this decision, mere frustration at hard bargaining is insufficient justification for concerted activity. Instead, the union must demonstrate a causal connection between an employer's unlawful activity and the employee's work stoppage.

Member Porter's concurrence in Sacramento City Unified formed the foundation for the PERB's decision in Compton Unified School District.6/ The Compton case involved an intermittent strike which was commenced after completion of the statutory impasse procedures (post-factfinding). In an exhaustively researched Opinion, member Porter analyzed the role of education in the State of California, as well as legislative enactments providing for organizational activity by public employees, and concluded that public school employee strikes are unlawful under the Educational Employment Relations Act (EERA). The decision overruled the Modesto City Schools and San Ramon Valley Unified School District cases, to the extent those cases were inconsistent with the Compton decision, and was based on findings that (1) education in California is a fundamental constitutional and statutory right; (2) specific statutory authorization for public school employees to strike is conspicuously absent from the provisions of the EERA; (3) a strike constitutes a coercive negotiations tactic and thus constitutes a refusal to bargain in good faith in violation of section 3534.6(c) of the EERA; and (4) strikes constitute a unilateral change in the status quo in violation of EERA section 3534.6(c). The decision further stated that if a collective bargaining agreement is secured by engaging in a strike and "the strike's cessation or nonrenewal forms a part of a consideration for the public school employer's acquiescence to the employees' demands, the agreement so obtained would be invalid as being based in part on unlawful consideration."7/

In a concurring opinion, chairperson Hesse, emphasized the "total inability of the district to provide even basic, minimum-day education" due to the strike. Member Craib dissented, arguing that the lead decision prohibited all public school employee strikes as per se unlawful. He did find, however, that intermittent strikes are unprotected by the EERA, meaning that an employer can discipline employees for participating in such activity.

4/ Id. at p. 3.

5/ Id. at p. 6.

6/ Compton Unified School District v. Compton Education Association, PERB Order No. IR-50 (3/17/87).

7/ Id. at pp. 151-152.

The Los Angeles County Superior Court granted a preliminary injunction prohibiting any further strikes by the Compton Education Association. The legality of the injunction will almost certainly be tested in the appellate courts. In the interim, districts may be fairly certain that PERB will declare unlawful strikes which: (1) are commenced prior to the completion of statutory impasse procedures; (2) endanger the health and safety of students; (3) are intermittent or partial in nature; and (4) threaten to severely disrupt the educational process (i.e. where the district cannot provide the required number of instructional days or student attendance is significantly affected). The legality of strikes commenced in response to district unfair labor practices presents a closer question although Compton certainly supports the position that they too are illegal.

C. PERB's Exclusive Jurisdiction

Case law has made clear that PERB has exclusive initial jurisdiction to determine whether a strike is an unfair practice and what, if any, remedies the Board should pursue. San Diego Teachers Assn. v. Superior Court, 24 Cal. 3d 1 (1979); El Rancho Unified School District v. National Education Association, 33 Cal. 3d 946 (1983); Sullivan v. State Board of Control, 176 Cal. App. 3d 1059 (1985); San Jose Teachers Assn. v. Superior Court, 38 Cal. 3d 839 (1985). These legal precedents substantially restrict a district's ability to seek injunctive relief directly from the courts.

D. No-Strike Clause

Usually strikes occur after the termination of the contract, so that a no-strike clause is not in effect. However, a well written no-strike clause is effective during the contract to prevent strikes over grievances or during contract reopeners on other clauses. The inclusion of a no-strike clause in the collective bargaining agreement is particularly important in light of the recent case of City and County of San Francisco v. United Association of Journeymen, etc., of the United States and Canada, 42 Cal. 3d 810 (1986). That case held that the maintenance of an illegal strike is not a tort for which damages may be recovered for such expenses as increased operating expenses, lost revenue and employee overtime. The court specifically held, however, that an employer retains the right to sue for breach of an explicit no-strike clause and also for tortious acts occurring during the conduct of a strike.

Some districts have effectively extended their no-strike clause by putting "evergreen" clauses into the contract. An "evergreen" clause provides:

> This contract may be reopened for any school year after June 30, _____, by either party given notice on or before March 15 of the preceding school year. The contract will remain in effect until impasse has been declared and the statutory impasse procedures have been exhausted.

One district successfully used this clause where the association attempted to call a strike at the start of the school year. Since the statutory impasse procedures had not been exhausted, the district threatened to sue the association for breach of contract. In response to this threat, the association decided against the strike.

An effective no-strike clause should contain the following protections:

1. Prohibit any kind of withdrawal of service;
2. Require the association to disavow the strike by affirmative action;
3. Provide potential penalties against the association;
4. Provide potential penalties against strikers.

A no-strike clause must be reviewed with the district's legal counsel.

E. Personnel Rules

In a number of cases, employee organizations have used loopholes in district policies, contract clauses or practices to finance their strikes. In one case, a classified employee organization successfully engaged in a "sick-out". The association instructed its members to file requests for sick leave pay. When the district demanded doctors' notes, the association pointed to the contract which only required doctors' notes after a continuous absence of five days.

Employee organizations are masters at finding loopholes. Long before a strike occurs, districts have to review their board policies, administrative procedures, practices and collective bargaining agreement to close any loopholes. The district should carefully review paid leave policies and practices, working hours and work assignment provisions, extra-duty assignments and extra-duty contracts.

F. Payment of Wages and Benefits to Striking Employees

1. Wages. Employees are not entitled to receive any wages for periods of time that they are striking and not working. Under California Labor Code section 209, however, you must pay all accrued but unpaid wages earned by striking employees on the next regular payday after a strike begins. Paychecks should be distributed or made available in the same manner as usual.

   While it is clear that strikers should not be paid during the strike, in many types of strikes it is difficult to prove that employees were not working. Prior to the strike, therefore, the district needs to work out a documentation system.

   In one district, the teachers tried an intermittent strike where they reported for some classes and not for others. The district had planned beforehand and had site administrators with

assignment sheets checking the classrooms. When the district started docking pay for missed classes, the strike stopped.

One question which comes up in partial strikes is how much to deduct. The answer is to give the benefit of the doubt to the district. If employees miss a two and one-half hour back to school night, they should be docked that percentage of their pay which equals 2.5 divided by the number of duty hours in that day.

2. Health Coverage. The collective bargaining agreement (or district policies and practices under the agreement) determines the circumstances under which health coverage is provided for employees. If employees have worked sufficient hours in the month during which the strike begins to require employer-paid coverage, then such coverage must be provided. Furthermore, if striking employees are not eligible for employer-paid coverage because they have worked an insufficient number of days or hours in the month, then they should be allowed to submit advance payment for a continuation of health coverage if district policies allow employee-paid coverage during other periods of absence from work (such as leaves of absence).

3. Life Insurance and Disability Policy Contributions. California Insurance Code section 10116 requires that a group life or disability policy pursuant to a collective bargaining agreement allow striking employees the right to retain coverage by paying the contribution himself/herself. Again, if life insurance premiums are due prospectively for the coming month, then advance payment may be required if it is required for other types of unpaid absences from work.

4. Vacation Time and Pay For District Employees. Vacations of employees who have an already authorized vacation which has begun, or is scheduled to begin, on or after the commencement of the strike, should not be cancelled since the employee has a preexisting right to the vacation pay for that time. Moreover, the nonpayment of vested vacation (wages due) can result in the filing of claims with the Labor Commissioner under section 227.3 of the California Labor Code. From a practical standpoint, the district would not have the services of striking employees and sympathy strikers in any event and, therefore, the withholding of vacation pay would not ensure additional personnel, but could only raise unnecessary problems with respect to allegations of unfair labor practices.

If employees submit new requests for vacation pay commencing on or after the date of the strike notice (not an already authorized vacation), the situation is less clear. We recommend that you advise such employees that their claims are being considered and consult legal counsel at that time. The decision can then be made

after reviewing the applicable contract, past practice and the nature of the vacation request.

5. Sick Leave. If an employee is already on a paid sick leave or disability leave at the time the strike commences, he should continue to receive these benefits even if he actively participates in the strike, so long as he remains actually disabled from returning to work and is otherwise eligible. If, however, a striking employee falls ill and then demands sick pay, the situation is less clear. While there is some risk involved, and arguments can be made to the contrary, it appears that the district may refuse to pay sick leave to a sick or disabled employee who was previously striking unless the employee affirmatively disavows his support for the strike. We recommend that you advise any such employees that their claims are being considered and consult legal counsel at that time.

A striking employee who becomes truly disabled may be entitled to benefits under a disability policy set up pursuant to a collective bargaining agreement. The employee, however, may have a duty to maintain such premiums while on strike.

Existing eligibility and verification rules and practices should be maintained when the district is presented with new or existing sick leave or disability claims. In particular, if consistent with its existing policy, the district may wish to maintain the right to have its own doctors independently examine any allegedly sick or disabled employee to confirm that the claimed illness is real.

6. Unemployment Insurance Benefits for Strikers. Under California state law, employees who participate in a labor dispute are not eligible to receive unemployment insurance benefits. This rule applies equally to individuals engaged in a primary strike and to employees who refuse to cross a picket line in sympathy with a primary strike.

Once a strike begins, it will be necessary for the district to provide the State Employment Development Department (EDD) with a list of the names and social security numbers of those employees who are remaining off their jobs as a result of the strike. This list should include both striking union members and all sympathy strikers. You should immediately notify the Employment Development Department of the existence of the labor dispute, and arrangements should be made for the District to receive the necessary report forms from the EDD shortly after any strike begins. Remember that what a district says on the EDD report depends on the factual circumstances present at the time. We suggest that you obtain the advice of an attorney as to recommended language if and when a strike occurs.

7. Extra Duty Assignments. Many regular employees also work extra duty pay assignments and may still try to perform extra duty assignments even though they are striking. Coaches often will strike but still attempt to coach their games. The district has to make a decision beforehand whether it will allow strikers to perform extra duty assignments.

8. Credit for Service. The district also has to consider whether the time during the strike will count for service credit. In most short strikes the time doesn't make a difference, but in some cases the crediting of such time can have severe effects. The district needs to plan its response for credit for:

   a. Probationary service
   b. Salary schedule advancement
   c. Tenure status
   d. Vacation earnings
   e. Retirement credit
   f. Transfer
   g. Sick leave accrual

G. Actions Against Strikers

In the past, Districts faced with strikes have often been inclined to make threats that they will discipline or even terminate strikers. This practice should no longer be followed given the uncertain state of the law with respect to the legality of public school employee strikes. Districts, however, still maintain the right to discipline strikers for activity which is unprotected under the EERA. For example, a district could conceivably be successful in placing warning letters in personnel files of strikers who have engaged in unprotected activity or otherwise discipline them for engaging in an unlawful strike. Before taking any such action, the District should first consult legal counsel on the legality of disciplining. In cases where it is clear that the District has the right to take disciplinary action, it should also weigh other consequences of its action. A threat at the beginning of a strike may actually encourage the strikers and build community support for them. Districts which have been through strikes before have learned to follow three maxims.

1. Don't Take Unpopular Actions Until Necessary. If the board, for example, wants to discipline strikers, there is no reason to do it at the beginning of a strike. A simply objectively worded note informing them of their violation of rules and the district's right to take action is sufficient at the beginning of the strike. The time to impose a disciplinary penalty is after the district is in control of the strike and has the sympathy of the community.

2. Take Action Against The Organization First. The real cause of the strike is the employee organization. If the district wants to put pressure on the strike, the place to start is with the employee

organization.

3. Take Action If Possible Against Special Cases. It is difficult and unpopular to take action against all strikers. However, the community will understand and support specific action against employees who have threatened nonstrikers, damaged property or taken property from the school. Selective discipline may accomplish the result the board wants with less legal expense and work.

A district involved in a strike has a number of options available in terms of disciplining strikers including dismissal, suspension from employment, revocation or suspension of credential and letter of warning.

a. Dismissal. In order to dismiss a certificated or classified employee for participating in unprotected strike-related activity, the district must carefully follow statutory procedures. Again, the specific activity for which the employee is being dismissed must be unprotected under the EERA.

In the case of certificated employees, the conduct must also constitute grounds for dismissal under Education Code section 44932. Three of the causes set forth in section 44932 could be used as grounds for termination: "evident unfitness for service", "persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed for the government of the public schools by the State Board of Education or by the governing board of the school district employing him", and "immoral or unprofessional conduct".

As a practical matter, dismissal procedures are long and costly affairs. If the district seeks to replace such striking personnel by hiring new staff, there is always the possibility that it will be unsuccessful and will be forced to rehire the strikers. It is the rare case in which districts will use termination as a remedy for a strike.

b. Suspension from Employment. One of the alternatives available to districts is suspension. In the case of classified employees, a board may suspend for valid disciplinary reasons. (Education Code section 45304.) In the case of certificated employees, the district may negotiate into the contract the right to suspend employees. (Gov't Code section 3543.2(b).) Few districts have successfully negotiated such a specific provision. A recent PERB case, however, holds that a standard management rights clause which reserves the right to suspend to the district is sufficient under the EERA to give the district that right. One possibility is adding suspension to the penalties for a breach of contract strike.

c. Revocation or Suspension of Credentials.

1. County Board of Education Revocation or Suspension of Teacher Certificates. The county certificate of a teacher ("the document issued by a county board of education to license the holder to perform the service specified in the certificate", Education Code section 44004) may be revoked or suspended by the county board of education for certain specified causes after notice and hearing. (Education Code section 44427 et seq.)

2. Suspension or Revocation of Teaching Credential by the Commission for Teacher Preparation and Licensing. An alternative manner of proceeding against a teacher who refuses, without good cause, "to fulfill a valid contract of employment with such district or . . . .(who leaves) the service of such district, without the consent of the superintendent, if any, or the governing board, of such district except in the manner provided by law" is to proceed before the Commission for Teacher Preparation and Licensing. (Education Code section 44420.) The Commission may suspend the credentials for not more than one year. A second suspension under this section may be for not more than two years.

A teaching credential may be revoked or suspended pursuant to Section 44421, which reads:

> The Commission for Teacher Preparation and Licensing shall privately admonish, revoke or suspend for immoral or unprofessional conduct, or for persistent defiance of, and refusal to obey, the laws regulating the duties of persons serving in the Public School System, or for any cause which would have warranted the denial of an application for a credential or the renewal thereof, or for evident unfitness for service.

d. Written Warnings in Personnel Files. A district has the right to place in an employee's personnel file a warning notice involving the employee's participation in an illegal work stoppage or in illegal strike activity. A number of districts have given warnings for engaging in such activity. PERB has found such notices legal so long as the employee activity was unprotected by law and the notices were used to maintain employee discipline.

e. Involuntary Transfer. Absent other provisions in the collective bargaining agreement or past practice, a district has the right to make reasonable reassignments and transfers when the superintendent concludes such transfers are in the best interest of the district. (Education Code section 35035) The aftermath of a strike situation may be a good opportunity to break up entrenched groups of senior teachers who would benefit by assignment to new situations. Extreme care must be taken, however, to avoid even the appearance of an attempt to interfere with or restrain the employee's right to organize or engage in other activity protected under the EERA.

H. Action Against the Organization

Legal matters in a strike situation are an integral part of all of the other tactical considerations in avoiding or effectively responding to a strike. Employee organizations have learned to use legal actions and threats of legal actions as political cards to be played at the appropriate time. Districts have to operate within the framework of the law; however, legal actions should be looked at as part of the tactical weapons available to the district.

The legal actions available to the district in cases of employee participation in an unlawful strike or unprotected strike activity are:

1. Injunctions through the PERB
2. Unfair practice charges
3. Legal actions for breach of contract

If any action is going to be taken against the association, the district will have to involve its legal counsel as part of the plan. It is critical that even legal counsel obtain the support and assistance of all administrators, and in particular, principals at school sites who have the opportunity to personally observe the activities of the union and striking employees.

1. Injunction through PERB. Since the case of San Diego Teachers Assn. v. San Diego Co. Sup. Ct., districts seeking injunctions for actions which are arguably unfair practices have to proceed through PERB. In most instances, this means that any district wishing to obtain an injunction against strike related activity will have to proceed through PERB. One notable exception is in cases of mass picketing where the district may properly petition the superior court directly for an injunction.

   PERB regulations require that the district file a request for an injunction along with declarations from witnesses which support the request. The general counsel then investigates the request and reports to PERB within 24 hours after the request is received in cases where a strike is pending and within 120 hours in other

cases. PERB then decides whether to seek the injunction. (PERB Rule 32450, et seq.)

2. Unfair Practice Charges. It is typical of employee organizations to file unfair practice charges during a strike. Such charges divert the attention of their members from the consequences of their own actions and, if proven, give them another legal weapon against the district. Increasingly, some districts are also filing unfair practice charges against associations and obtaining favorable rulings.

   Although PERB has been reluctant to order effective remedies against employee organizations, in cases of unlawful strikes or unprotected strike activity, districts can and should ask for remedies such as legal expenses, costs of substitutes and punitive damages. At the very least, the district should argue that the association should admit its illegal action in personal notices to each striker and advertisements in the newspaper. In most cases, however, districts will have to content themselves with cease and desist orders and notices posted in the schools.

3. Legal Action for Breach of Contract. If an employee organization encourages its members to withdraw services during the term of a contract, it may be liable for damages for breach of contract provided there is a no-strike clause in the collective bargaining agreement. Some of those clauses have specified damages if the association goes on strike.

I. Sympathy Strikes by Employees Who Are Members of Other Unions

Individual employees who are members of other unions with whom the District has collective bargaining agreements may choose to honor the striking union's picket lines. If the other union does more than merely advise its members of their legal rights and actually encourages them to honor the primary picket line, then a concerted action of its members in honoring the picket line is attributable to the union itself, making it a "union" strike. Sympathy strike actions may constitute either a breach of that union's collective bargaining agreement, or an unfair labor practice in violation of the EERA, or both.

While PERB has not addressed this issue to date, the NLRB and the courts, in interpreting the provisions of the National Labor Relations Act after which the EERA was fashioned, have indicated that if the primary strike is lawfully called, other employees may honor a valid picket line unless the right to do so has been bargained away in a no-strike clause in the sympathy strikers' collective bargaining agreement. This depends on whether the employer and the union intended their no-strike clause to waive not only the right to strike over their own agreement, but also to waive the right to honor other unions' picket lines. Such waivers preferably should be clear, unmistakable and unequivocal. Whether PERB will follow this line of reasoning remains to be seen.

Even if the collective bargaining agreement does not contain a no-strike clause prohibiting sympathy strikes, a sympathy strike may still be illegal where the employees honor an illegal primary picket line. If the primary strike is illegal, sympathy strikers who thereby "join a strike" arguably lose the protections of the law and may be disciplined. An unfair labor practice charge should also be filed against the union as well as a request that PERB seek an injunction. Furthermore, damages may be sought against the union where there is a breach of a no-strike clause prohibiting such sympathy strikes.

J. Employee Resignation From Union To Prevent Discipline Or Crossing Picket Line.

1. Legal Validity Of Union Restrictions On The Right To Resign. A union may discipline its members for crossing its lawful picket line. A member's right to resign, however, is protected by section 3543 of the Government Code. Once a member lawfully resigns, a union has no further control over the former member, and the ex-member may cross the picket line and return to work without being fined or otherwise disciplined by the union. Furthermore, in the recent case of Pattern Makers League of North America, AFL-CIO, v. NLRB, 105 S.Ct. 3064 (1985) the United States Supreme Court found that a union could not lawfully restrict the right of its employees to resign during a strike. Union members, therefore, may tender a resignation at any time, effective immediately, without being subject to union discipline.

2. The District's Right To Inform Employees Of Their Right To Resign From Union Membership.

As a general rule, employers have the right to tell employees of their right to resign their union membership. There are, however, some limitations on the district's ability to inform employees of their right to resign: (a) the information may not be accompanied by threats or coercion or latent anti-union animus; (b) the employer should make no attempt to ascertain whether the employees will avail themselves of the right to resign; and (c) the conduct is less likely to be found violative of the EERA if it is carried out by the employer in response to genuine inquiries from concerned employees.

K. Communications with Strikers

After the district receives notice from the union that its members will go out on strike, the district may wish to communicate with its employees by letter prior to the strike date. (See Appendices VI-F and VI-G for sample letters to employees.) Assuming a legal strike, the following are examples of things which may and may not be said to striking employees or employees who are honoring a picket line:

You May:

1. Truthfully inform employees that work is available for them.

2. Inform employees that the District intends to continue operating its schools.

3. Truthfully and accurately inform employees of the last best offer which has been made to the union, after the offer has been communicated to the union.

4. Tell employees that the District will take measures to protect the safety of its students and of employees who cross the picket line.

5. Truthfully inform employees that they are not entitled to receive unemployment insurance benefits while out on strike.

You May Not:

1. Tell employees that they will be discharged for engaging in a strike or for honoring a picket line.

2. Induce employees to return to work by offering any higher wage rate, better benefits or working conditions than those in effect prior to the strike or those improvements contained in the "last offer" to the union and implemented after the strike.

3. Bargain individually with employees.

4. Request or solicit employees to resign their union membership.

APPENDIX

I-A

SUGGESTED NO STRIKE CLAUSE

ARTICLE -- CONCERTED ACTIVITIES

1. It is agreed and understood that there will be no strike, work stoppage, slow-down or similar interference with the operations of the District by the Association or by its officers, agents or unit members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

2. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down or other interference with the operations of the District by unit members who are represented by the Association, the Association agrees in good faith to immediately notify each unit member engaging in the action in writing of his/her obligation to cease such activity.

3. If the Association, its members or agents, violate this Agreement it is agreed that the District may withdraw any nonstatutorily required privileges provided to the Association. [In addition, it is agreed that the agency shop and maintenance of membership provisions of this Agreement will be void.]

4. If unit members violate this Agreement, it is agreed that they may be subject to disciplinary action, including involuntary transfer, suspension from employment without pay and termination.

CHAPTER II

SCHOOL BOARD MEMBERS

CHAPTER II

SCHOOL BOARD MEMBERS

A. Role of the Board

In a school strike, the role that board members play is critical. The board will be the image maker for the district. In any public meetings, the board should be concerned about the possibility of a strike or a pending strike, but should not appear to be overly anxious. Any discussion on negotiations or legal actions should be done in a properly called closed session. All statements by the board should be funnelled through one spokesperson. Board members should generally attempt to stay out of day-to-day administrative problems.

B. Checklist for Board Members

___ 1. Adopt Emergency Procedures Resolution One of the most important policies to combat a strike is an emergency procedures resolution. (See Appendix II-A.) Such a resolution does three things: (1) it signals potential strikers that the board will take the strike seriously; (2) it plugs any loopholes the district may have left in its current practices and (3) it sets the pay rate for strike replacements.

Before adopting such a resolution, the board should seek specific legal advice from its attorney. A number of PERB cases have challenged the adoption of such policies on the grounds that they are unlawful unilateral adoptions of a negotiable matter. For example, in Rio Hondo Community College District,8/ the school board, anticipating a strike, passed an emergency resolution. Reviewing the legality of the resolution, PERB found that the district could probably pass a resolution declaring its intent to continue to provide educational services by: (1) hiring replacement faculty; (2) hiring security guards; (3) initiating appropriate legal action to prevent disruption of district activities and (4) refusing to pay strikers for time not worked, including fringe benefits. PERB found unlawful, however, that portion of the resolution which unilaterally changed existing board policies by requiring prior approval for certain types of leaves, thereby rejecting the "business necessity" defense asserted by the district.

8/ Rio Hondo Community College District, Case No. LA-CE-1158, LA-CO-141 PERB Order No. 292 (03-08-83).

___ 2. Assess The Employee Organization's Ability To Withstand A Strike. The following questions should be considered and answered with the assistance of the district superintendent:

___ a. Does the union leadership really want a strike?

___ b. Does the union membership really want a strike?

___ c. What percentage of the unit are union members?

___ d. Does the union have an agency shop clause?

___ e. What internal union politics and specific potential power struggles exist?

___ f. Does the union pay strike benefits? If yes, how much and when do payments begin?

___ g. When was the last time the employees got paychecks?

___ h. How long can strikers be expected to hold out in spite of installment payments, living expenses, etc.?

___ i. What promises has the union made to its membership?

___ j. Does the union have a "war chest"? If yes, how big is it?

___ k. Will the state or national organization support the strike financially?

___ l. What percentage of employees will go out on strike?

___ m. Will other unions honor the picket line? If yes, which ones and what are the consequences?

___ n. Does the union have a public relations specialist? Will the state or national organization supply one?

___ o. Does the local media support the union's position?

___ p. Does the union have the ability to stop the delivery of educational services?

___ q. Do union negotiators/representatives control the membership or does the membership control the negotiators/representatives?

___ 3. Assess The Strengths - Weaknesses Of The District To Withstand A Strike. Determine:

___ a. Is the board united or is it split on the bargaining issues?

___ b. Is the board willing to take a strike? If yes, will it remain firm throughout the strike?

___ c. How much community pressure will be put on the district and individual board members?

___ d. What is the likelihood of a recall election in response to the Board's position?

___ e. Is the management team prepared to take a strike?

___ f. How many days after the strike starts will the district hold to its pre-strike offer?

___ g. How many days will the district go before accepting the employee organization proposal?

___ h. Is the district able to replace strikers so as to maintain educational services?

___ i. Does the district have a formal ongoing public relations program?

___ j. Does the local media support the district's position?

___ k. Will students attend school during the strike? How many?

___ l. What are the district's chances of winning?

___ 4. Pre-Agree On One District Communicator. The board, the administration and the district's negotiator need to be protected from interference from media and outsiders. The only effective way to do this is to have a pre-strike agreement by the board that in the event of a strike, there will only be one outside communicator. If the board adopts such a practice and then imposes it, the district will eliminate much of the divisiveness and wasted time created by outsiders.

___ 5. Pre-Agree On One District Negotiator. There can be only one negotiator in a district at a time. Unfortunately, in a strike everyone tries to be a negotiator. In one district, a local minister convinced the board president that if the board made a better offer, a large number of teachers who had been talking to him would cross the line. He was also successful in convincing the board to make the offer. When the teachers didn't come back, the minister said he was sorry. Of course the board's final settlement

was that much higher. If the board agrees that all proposals and counter-proposals must be funneled through the negotiator, the process will resolve itself much more quickly.

___ 6. Pre-Agree On One Mediator. In most strikes multiple "mediators" make themselves available. Mediation is a beneficial process, but only if conducted by a professional who knows what he is doing. State law provides for a PERB-appointed mediator from the State Conciliation Service. Any other mediator is superfluous. The board must pre-agree to use only one mediator to work between the parties.

___ 7. Adopt Salaries For Strike Replacements. The Board of Education should adopt attractive salaries to encourage potential temporary employees to cross the picket line. For example, salaries of $140.00 per day were sufficient to attract teacher replacements in one recent strike. The employer can "save" money, even though teacher replacement salaries seem generous.

___ 8. Establish Policies With Regard To Strikers and Union. Prior to the strike, the Board must determine what its policies will be with regard to strikers and their union. Items to be addressed include:

___ a. Payment of wages

___ b. Health coverage continuation

___ c. Life and disability policy coverage

___ d. Vacation time and pay

___ e. Sick leave

___ f. Allowing strikers to perform extra duty assignments

___ g. Credit for service during strike period

___ h. Disciplinary action

___ i. Authorization to legal counsel to seek injunctive relief

___ j. Filing of unfair practice charges or action for breach of contract

___ 9. Review Effectiveness Of Resolution and Procedures. Direct the superintendent to evaluate the effectiveness of the emergency resolutions and procedures in effect during the emergency and make recommendations for revisions as needed.

___ 10. Keep Apprised Of Developments. Maintain close contact with your administration, your negotiator and legal counsel to keep fully apprised of problems as they arise during pendency of the strike.

___ 11. Plan For Post-Strike Problems. See Chapter X for detailed discussion of post-strike considerations.

APPENDIX

II-A

EMERGENCY PROCEDURES RESOLUTION

WHEREAS, the Board of Education finds that a substantial number of employees are engaged in, or are about to engage in a strike, work slowdown, sick-out, work stoppage or other withdrawal of services which would interfere with, impede or have the effect of interfering with or impeding the normal operation of the school district which would result in great and irreparable damage to the schools and the pupils of the school district;

NOW, THEREFORE BE IT RESOLVED that the Board of Education hereby determines that a legitimate emergency exists as defined by (Article ___ of the current collective bargaining agreement), as well as California law, Board of Education policy and Administrative Rules and Regulations;

BE IT FURTHER RESOLVED that all unauthorized absences shall result in the deduction of salary and paid benefits for each day of absence as specified in the Education Code;

BE IT FURTHER RESOLVED that the Superintendent or his/her designee(s) is authorized to employ substitute certificated and classified employees at a daily rate (not to exceed the prorata daily rate of the top step of the appropriate salary schedule for that classification);

BE IT FURTHER RESOLVED that the Superintendent or his/her designee(s) is directed that all student grades given during the emergency will stand as recorded and will not be made up or modified at the end of the emergency;

BE IT FURTHER RESOLVED that the Superintendent or his/her designee(s) shall undertake appropriate action to implement this resolution,

including, but not limited to, action necessary to insure and protect the physical and educational well-being of all students and the safety and property of the school district, including its agents, employees, representatives and all persons acting for or on behalf of the school district. Any such action shall prevail to the extent it amends, modifies or rescinds provisions of (the current collective bargaining agreement as permitted by Article __ of said agreement), Board of Education Policy and Administrative Rules and Regulations;

BE IT FURTHER RESOLVED that the Superintendent or his/her designated representative shall be the sole district employee authorized to close any of the district's educational facilities. Such facilities shall be closed when, in the opinion of the Superintendent or his/her designated representative, the physical welfare of the students or staff on that school site is in jeopardy because of the inadequate staffing or disruptive activities which take place on or within the vicinity of the site;

BE IT FURTHER RESOLVED that the Superintendent or his/her designated representative may authorize any appropriate legal action or defense in regard to matters relating to the emergency;

BE IT FURTHER RESOLVED that the law firm of _____ is authorized to represent the district in legal matters relating to actions arising out of this emergency;

BE IT FURTHER RESOLVED that this resolution is an emergency measure within the mandate and jurisdiction of the Board of Education and is necessary for the immediate welfare of the schools and pupils thereof. Therefore, this resolution shall become effective immediately upon its adoption and shall remain in effect until repealed by formal Board action.

ADOPTED this _____ day of _____, 19___, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

CHAPTER III

SUPERINTENDENT

CHAPTER III

SUPERINTENDENT

A. Role of the Superintendent

The responsibility for pre-strike planning lies primarily with the superintendent. No other person in management has the control of resources and people necessary to make the plan work. Both the board and other administrators will look to the superintendent for direction in the strike. If the superintendent fails to plan, other administrators will not be able to do much to lessen the strike's success. They cannot be expected to out-plan experienced employee organization representatives.

In the day-to-day operation of the strike plan, the superintendent is the focal point for the board and the administration. It is his/her duty to watch over the operations of the district and to make sure that the plan is running smoothly. For this reason, the superintendent should not be the chief negotiator, the district spokesperson or the public relations specialist. The effective superintendent will not be highly visible but will be managing effectively by working with the board and keeping the district going.

B. Checklist for Superintendent

___ 1. Notify Board Of Education. The superintendent should notify the board of trustees of the strike and keep the board apprised of the strike situation as it progresses. Provide them with a copy of the ACSA Strike Manual.

___ 2. Organize Strike Management Committee. The strike management committee ideally should consist of the following individuals:

___ a. Superintendent

___ b. Legal Coordinator (See Chapter IV for discussion of the role and duties of the legal coordinator.)

___ c. Communications Coordinator (See Chapter V for a discussion of the role and duties of communications coordinator.)

___ d. Auxiliary Services Coordinator. The auxiliary services coordinator is responsible for the areas of food service, transportation and security. The superintendent, along with the auxiliary services coordinator, should appoint, if possible, one individual to each of those three areas who will in turn report to the auxiliary services coordinator. (See Chapter VI for further discussion of the role and duties of the auxiliary services coordinator.)

___ e. Staffing Coordinator (See Chapter VII for a discussion of the role and duties of staffing coordinator.)

___ f. Area Administrators. Area administrators have the responsibility of seeing that every school in their area has developed a strike plan which is complete and operational and assist school site administrators in the administration of their strike plans. Area administrators act as a liaison between the school site administrator and the strike management committee and act as the site administrator's principle contact when problems arise. The number of area administrators will depend upon the size and needs of the district.

The superintendent may also wish to appoint one individual to the strike management committee who would be responsible for coordinating the committee's activities and for reporting directly to the superintendent.

In all but the very largest districts, the strike management committee should be headed by the superintendent. In small districts, the superintendent out of necessity may have to assign more than one of the positions listed above to a single individual. The strike committee may be, for example, the superintendent and two of the board members. While board members should normally not be involved in daily administration of the strike, in a small district there may be no other alternative. A small district faced with a strike should request outside help. ACSA provides trained consultants who can help the district plan its campaign. Some county superintendents have services available for districts as well. In some cases, districts should consider attorneys or consultants to handle the strike planning and implementation.

In very large districts it may be necessary to divide the responsibilities of one position between several individuals. Each district should make such determinations based on their needs and the resources available to them.

A room should be designated as the strike management committee meeting room. The room should be large enough to accommodate all members of the committee for long periods of time. Equipment and supplies should include a chalkboard, two telephones (one listed and one unlisted), paper, pencils, radios, television, copy machine, etc. Clerical staff and other support personnel should be readily available. The strike management committee must have the resources at its disposal to respond to the emergency with quick decisions.

___ 3. Letters To Employees. Prior to the strike and with the assistance of the communications coordinator, the superintendent should send a letter to employees after receiving the union's notice of their intent to strike indicating that:

___ (a) The district is committed to keeping the schools operating;

___ (b) Work is available for those who wish to work;

___ (c) Striking employees will not be paid for the periods of time they are striking and not working; and

___ (d) Striking workers are ineligible to receive unemployment insurance benefits while on strike.

(See Appendices VII-F and VII-G for sample letters to employees.)

___ 4. Consult Legal Counsel. The superintendent should immediately check with legal counsel as to the desirability of securing an injunction or other relief through PERB or the courts. The superintendent should also work closely with legal counsel before a strike to review collective bargaining agreements and Board policies.

___ 5. Call Meetings Of Strike Management Committee. The superintendent should call a meeting of the strike management committee as soon as its composition has been designated and a strike is deemed imminent. At the initial meeting of the committee, the extent of the strike should be analyzed and district strike plans put into operation. The following issues are suggestions of those topics which should be considered:

___ (a) Student welfare

___ (b) Transportation

___ (c) Food service

___ (d) Building safety and maintenance (custodians)

___ (e) Supplies

___ (f) Mail

___ (g) Substitutes

___ (h) Emergency instruction

___ (i) Public and staff communications

___ (j) Liaison with police and fire departments

___ (k) Parental contacts

___ (l) Calendaring of needed meetings

___ (m) Conditions under which schools would be closed

___ (n) Security

___ (o) Minimum days

___ (p) Contingency plans for bus drivers, custodians, cafeteria maintenance, secretarial

During a strike the strike management committee will usually hold a meeting early each morning. The committee will meet off and on throughout the day as needed to deal with problems. At the end of the day, the committee should meet again to review the day's events and make plans for the next day. It is not uncommon for members of the strike management committee to work twelve to eighteen hours a day throughout the duration of the strike.

___ 6. Maintain Communication. Maintain close and daily contact with Board members and members of the strike management committee throughout the strike. Keep apprised of all developments and offer guidance and assistance where possible.

___ 7. Letter To Administrators At conclusion of the strike, superintendent should inform the administrators in the district office and at the various sites that they should work to make the transition as smooth as possible and caution against discriminating against strikers by, for example, giving letters of appreciation to non-strikers. See Chapter X for further post-strike considerations.

CHAPTER IV

LEGAL COORDINATOR

CHAPTER IV

LEGAL COORDINATOR

A. Role of Legal Coordinator

The role of the legal coordinator is to review provisions of the existing contract, if any, and all district policies and laws which may pertain to a strike. The legal coordinator should work in conjunction with legal counsel for the district and make recommendations as to what actions will be taken of a legal nature before, during and after a strike. Some districts may prefer not to appoint a legal coordinator as such, but to rely directly on legal counsel for such advise. If so, the superintendent or his or her designee should assume the responsibility of maintaining close contact with legal counsel and providing them with pertinent information and documents.

B. Checklist For Legal Coordinator.

___ 1. Prepare Emergency Procedures Resolution. Prepare emergency procedures resolution for adoption by the board (See Appendix II-A).

___ 2. Review Contract. In particular, review contract for:

___ (a) emergency action clause

___ (b) no-strike clause

___ (c) evergreen clause

___ (d) sick leave provisions

___ (e) health and welfare benefit provisions

___ (f) provisions for other leaves of absence

___ 3. Review Board Policies. Review all existing board policies in light of strike activity.

___ 4. Meet With Legal Counsel. You should meet with legal counsel prior to commencement of the strike to draft emergency resolutions and to plan a course of legal action to be reviewed by the superintendent and presented to the board for approval.

___ 5. Meet With The Board. Along with legal counsel, you should meet with the board and inform them as to such issues as the legality of the strike, actions to be taken against striking employees, and the seeking of a restraining order. Authorization should be secured from the governing board instructing legal counsel to take all necessary legal action to prevent or terminate the employee strike.

___ 6. Gather evidence.

___ (a) Provide individual school site administrators with standard report forms on absence from assignment.

___ (b) Provide each individual school site administrator with report forms which record all incidents, listing dates, times, names, etc. Make a file of all activities that are disruptive in nature and that are impediments to the normal functions of the school or which endanger the health and safety of students. (See Appendices IV-A through D for sample forms.)

___ (c) Make a file of all statements by employee organization leaders mentioning withdrawal of services, with times, dates and witnesses.

___ (d) Make a file of all statements by the employee organization relating to the number or percentage of employees who threaten to strike, with times, dates and witnesses.

___ (e) Provide tape recorders and cameras for observers. Photographers, however, must be instructed not to take pictures of peaceful picketing or other peaceful activities as this may constitute an unfair labor practice. Confine photography to incidents of mass picketing, violence, and other unprotected strike activity.

___ (f) If a temporary restraining order is granted, notify as many of the striking employees as possible, especially the employee organization's leaders, that the strike has been enjoined and that they are required to return to work. Make a file of all such employees contacted, setting forth who was contacted, by whom the contact was made and at what time the contact was made.

___ 7. Service Of Process

___ (a) Determine the total number of certificated employees in the district.

___ (b) Determine the total number of certificated employees in the employee organization.

___ (c) List the names and addresses of all employees:

___ (1) broken down by school

___ (2) broken down by classification

___ (3) broken down by status

___ (d) Update list of all union representatives. This list should include addresses, telephone numbers and pictures, if possible.

___ 8. Prepare Copies Of Applicable State Laws, Penal Code Sections, Local Ordinances And/Or Board Policies. Examples of laws, etc., which may be duplicated for administrative employees include:

___ (a) Vehicle Code sections on blocking right of ways, free movement of pedestrians and vehicles

___ (b) Creating a public nuisance

___ (c) Disturbance at a school site

___ (e) Willful damage to school property

___ (f) Unauthorized personnel on campus

___ (g) Pertinent language of the collective bargaining agreement

___ (h) Applicable court cases on the legality of strikes

___ (i) Citizen arrests

Consult your legal counsel to determine which of the above might be most useful in your district's situation. You should identify those items which will assist the school principal in maintaining order at the school site, with police help if necessary.

___ 9. Develop Procedures For Closing Schools. Procedures for the closing of schools should be developed and distributed to individual school site administrators prior to the strike.

___ 10. Notice Other Agencies.

___ (a) Maintain a list of the officials in the community and county, particularly the chief of police, sheriff's office, city attorney, etc. In the event of a strike, these individuals must be contacted and made aware of the situation and, where appropriate, the district's position.

___ (b) Prepare to contact the State Employment Development Department (EDD) to prevent payment of benefit claims by strikers.

___ 11. Review Policies Governing Attendance, Leaves And Leave Verifications For Bargaining Units Not On Strike. (See Chapter I-I for discussion of sympathy strikes.)

___ 12. Determine If Insurance Benefits Will Be Discontinued During The Strike Or If Alternative Arrangements Can Be Made. Draft form

to be executed by striking employees authorizing district to continue insurance benefits at employee's own expense. (See Appendix III-E for sample form and Chapter I-F, 2-3 for a discussion of insurance benefits for strikers.)

___ 13. Issues To Address Prior To Concluding State Of Emergency. Consider making recommendations to superintendent and board regarding:

___ (a) Amnesty for strikers

___ (b) Provisions in settlement prohibiting employee organizations' retaliation against or discipline of nonstrikers

___ (c) Disciplinary action against strikers

___ (e) Withdrawal of unfair practice charges and other legal actions filed by employee organization or district

APPENDIX

IV-A

ADMINISTRATOR'S OBSERVATION FORM

Name: _____ Office Phone: _____

Title: _____

Date of Occurrence: _____ Time: _____

Location of Occurrence: _____

Where were you? _____

What did you personally observe? (Name of people involved if available.)

_____

_____

_____

_____

_____

_____

What were you told? (Name of person telling, time told.)

_____

_____

_____

Use extra pages if necessary.

Names, addresses and phone numbers of other persons witnessing event.

_____

_____

_____

_____

APPENDIX

IV-B

DRAFT REPORT OF _____

I, _____, declare:

I am Principal or (_____) at _____ School of the Serendipity City Unified School District. The school is located at _____(address)_____. The school includes grades _____ through _____. Students attending the school are ages _____ through _____.

This site normally has _____ teachers. Only _____ of those teachers reported for work today. Of those teachers absent, only _____ called in to the school to provide notice of their absence. There were _____ substitute teachers working at the site today. Of approximately _____ enrolled at _____ School, there were approximately _____ students in attendance today at 9:00 a.m. _____ students came to school but went home before 10:00 a.m. By the end of the school day, approximately _____ students remained in attendance. I personally observed the following effects on the operation of the school/-students/or parents arriving at the school/persons attempting to make deliveries at the school caused by the strike today. (Please explain any incidents in the above categories which you have personally observed, or any incidents which have been related to you, including the name of the person relating the incident.)

_____

I personally observed _____ teachers picketing the school site today. The teachers' names are:

Teachers did ___ or did not ___ put their cars in the parking lot. Teachers did ___ or did not ___ enter upon school property.

(Describe any incident of teachers being on school property or parking cars on school property.)

_____

_____

_____

_____

_____

I did ___ or did not ___ observe any incidents of violence at the picket line. The incidents of violence were:

_____

_____

_____

_____

_____

This site normally has _____ classified employees. _____ classified employees were absent today. Of those classified employees absent, only _____ called in to notify the school of their absence. _____ classified employees notified the school that they would not report because they refused to cross the teachers' picket line.

Parents told me today that teachers on the picket line told them:

_____

_____

_____

_____

_____

_____

Students at the school told me that teachers on the picket line had told them:

_____

_____

_____

The strike has had the following effect on our ability to perform the following actions (during "finals week":)

_____

_____

_____

Any additional comments:

_____

_____

_____

_____

_____

I have read this draft declaration and would declare under penalty of perjury that a final declaration including these statements is true and correct.

Executed this _____ day of _____, 198___, at Serendipity, California.

_____

_____

DIRECTIONS: Complete only those portions of the draft of which you have knowledge and which are applicable based upon events occurring at your school. If your knowledge is based upon statements from another person, state the information and the name of the person. Strike out any printed statements of fact which are untrue. Leave blank statements which are inapplicable. Please make additional copies of this blank report to be used in the event the strike lasts more than one day.

APPENDIX

IV-C

REPORT OF (PARENT) _____

I, _____, declare and state:

1. If called as a witness, I could testify from personal knowledge as to the following:

_____

_____

2. I reside at (address): _____

_____

3. I reside within the boundaries of the Serendipity City Unified School District. My child _____(name)_____, age _____, is currently enrolled at _____ School, a school operated by the Serendipity City Unified School District.

4. At _____ a.m./p.m., on _____(date)_____, 198__, I observed the following events relating to (i) taking my child to school/(ii) observing picketers/(iii) statements made by my child relating to his or her experience at the school:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

4. Based upon the following experiences, I believe that the school was _____ safe and my son or daughter should continue attending during the strike, or, the school was ____ unsafe and that my son or daughter should not continue attending.

5. I believe that if teachers at my son or daughter's school remain on strike, his or her education will suffer irreparably because of these circumstances.

I have read this draft report of _____ typewritten pages and would declare that the facts I have stated are true and correct.

Executed this ___ day of _____, 198__, at Serendipity, California.

_____

APPENDIX

IV-D

WITNESS STATEMENT

Your Name: _____ Phone: Home: _____

Office: _____

Business Address: _____

_____

Occupation: _____ Employed by: _____

Date of Occurrence: _____ Time: _____ __a.m./__p.m.

Location: _____

Where were you? _____

_____

Names of other persons observing incident? _____

_____

Explain in detail what you saw and heard (give names of persons involved).

_____

_____

_____

_____

_____

_____

_____

I declare under penalty of perjury that the foregoing is true and correct.

Date: _____ Signature: _____

APPENDIX

IV-E

REQUEST FOR CONTINUATION OF INSURANCE BENEFITS

I, the undersigned, am currently participating in a collective withholding of my personal services as an employee of the Serendipity City Unified School District.

I hereby authorize the Serendipity City Unified School District to continue my insurance benefits during my participation in such activities.

I understand that I am personally financially obligated for the cost of such benefits during any such absence from my duties.

I specifically authorize the Serendipity City Unified School District to deduct from my present and future salary warrants (if I am reemployed by the District) at the amount necessary to pay the full cost of premiums which accrue(d) during such absence.

NOTE:

Failure to execute this authorization will result in lapse of coverage and may result in future loss of coverage entirely.

Name	Social Security No.
Classification	Work Location
Signature	Date

RECEIVED BY:

Signature of Supervisor	Date

CHAPTER V

NEGOTIATOR

CHAPTER V

NEGOTIATOR

A. Role of Negotiator.

The district's negotiator will undoubtedly be under tremendous pressure. There is a tendency during a strike to grasp at superficial quick-fix solutions to problems which could better be solved with time. The negotiator must have a clear idea before the strike begins as to the district's negotiating goals and expectations and of his or her role as it relates to the district's overall strike plan.

B. Checklist for Negotiator.

___ 1. Determine Whether Negotiations Will Continue During Strike. If yes, how soon after the strike should the first meeting be held? Determine where negotiations will be held, i.e., union hall, district offices, neutral location. Maintain a direct line of communication with district's communication coordinator.

___ 2. Define Bargaining Goals. The negotiator and negotiating team must, in conjunction with the superintendent and the board, define the district's negotiating goals once a strike has been called. These goals may well be different from those goals which were identified in pre-strike negotiations. Certainly, the employee organization's goals change in strike situations from that of reaching the best compromise available to achieving a victory over the board. The negotiator(s) must be clear as to the board's position at all times and understand the extent of his or her authority.

___ 3. Pre-Set Meetings With Board Of Education. One mistake negotiators make is to worry about negotiations and strike activities and forget about the decision-makers. If the negotiator and the board are going to work together they must have regular meetings. At the beginning of the strike a daily morning meeting of the board, the superintendent and the negotiator is a good idea. As the strike progresses these meetings can be spread out.

___ 4. Coordinate Negotiations With Legal Actions. In every strike there are legal actions. Typically, one or both parties file unfair practice charges and/or request an injunction. In addition, the district may file a damage action if there is a no-strike clause in the collective bargaining agreement or tortious acts are committed during the strike. These legal actions affect the negotiation process. For example, an association trying to justify its reasons that an injunction should not be issued may try to lure a district into an unfair practice at the negotiating table. In some cases,

judges have ordered bargaining before they would rule on an injunction request. In a couple of cases, judges have injected themselves into the negotiating process and tried to impose settlements on the parties.

Legal actions are just an extension of the bargaining process. The district's negotiator has to integrate the legal action of the district into his/her negotiating strategy.

___ 5. Work With Communications Coordinator. Public employee strikes are big media events. Particularly in the first few days, there is tremendous pressure on the district to win media sympathy by showing the district is doing everything reasonable to reach an agreement. (Unfortunately, this is at the same time that a settlement would favor the association.) Reporters ask for media access to the negotiations, for daily reports on the progress of negotiations and for explanations of the proposals and counter-proposals. They also ask questions about the district's willingness to compromise on key issues.

One effect on the process is that proposals and counter-proposals are made with an eye to newspaper and television deadlines. Negotiators unused to this are often amazed at the flurry of activity around four o'clock in the afternoon followed by long caucuses during the six o'clock news.

The district's negotiator must avoid the seduction of the publicity process. The best negotiators don't appear on the six o'clock news. They leave public relations to the district's communication director.

The district has to be careful not to make mistakes which can be blown up by the media. For example, one district negotiator had consistently used off-color jokes at the table for three years. He got away with it until the first day of the strike. His joke that day went on the front page of the local newspaper. The district won the strike, but at the end of negotiations he was terminated.

For the first two or three weeks of a strike the district has to analyze every action for its "reportability". Last offers, refusals to meet, withdrawals of offers, legal suits, etc., all have to be reviewed in light of their public relations impact.

___ 6. Designate A Coordinator Between The Management Strike Team And Negotiator. Management has so many crises in a strike that it is important that someone coordinate strike strategy with negotiation strategy. The timing of proposals, release of information, place of meetings and issues to be discussed often have an impact on other phases of the strike plan. The chief negotiator doesn't have time to watch the rest of the team as well as handle negotiations. One

person should be designated to sit in on negotiations, communicate with the strike team and watch for potential problems.

___ 7. Assess Positions Of The Parties. Assess:

___ (a) The union bargaining team's authority to settle.

___ (b) Whether the union negotiators control management or whether membership controls the union negotiators.

___ (c) If services of a mediator should be used and, if so, when.

___ (d) What the union's demands for settlement will be. What responses can management give to the anticipated demands?

___ (e) What the union really needs in order to settle.

___ (f) Whether management needs a settlement and if so, on what terms.

___ 8. Prepare For The Final Settlement. Potential issues to be included in the final settlement agreement are:

___ (a) Association Activities

___ (1) Unfair practice charges
___ (2) Lawsuits
___ (3) Violation of injunction
___ (4) Discrimination against nonstrikers

___ (b) Employee Activities

___ (1) Loss of benefits
___ (2) Loss of extra-duty assignments
___ (3) Right to return to previous assignment
___ (4) Warning notices
___ (5) Dismissal actions

___ (c) Management Activities

___ (1) Unfair practice charges
___ (2) Lawsuits
___ (3) Violation of injunction

Management should try to settle all the issues between the parties. Leaving an issue on the table is like leaving a burning cigarette in the forest. (See Appendix V-A for suggestions of provisions to include in agreement.)

Breach of contract and unfair practice cases should be settled along with other issues. If the board wants the association

to post a notice, it should be negotiated along with the strike settlement. (The district should seek careful legal advice in this area because insisting to impasse on the settlement of an unfair practice case is itself an unfair practice.) Those districts that have settled a strike but carried on legal action have in most cases dropped the actions later without resolution.

At the very least, the district should include provisions in which the association agrees that the district is not required to pay strikers and that the association will not retaliate against nonstrikers. An example of this occurred in one district where management settled, but forgot to protect nonstrikers. After the strike, the association directed its members to refuse to request any substitutes who worked during the strike. (See, Appendix VI-A for a management-oriented strike settlement agreement and Chapter X for a discussion of other possible settlement agreement provisions.)

APPENDIX

V-A

STRIKE SETTLEMENT AGREEMENT CHECKLIST

___ Include in agreement that strikers will not be paid salary for period they withheld services.

___ Include strong provision for right of district to verify absences to deal with requests for paid leave during the strike.

___ Include agreement that association will not retaliate against or discipline those employees and nonemployees who helped during the strike.

___ Determine whether the district will pay for fringe benefits during the strike, i.e., health insurance, dental insurance, life insurance.

___ Determine whether legal action will be taken against strikers who committed sabotage, violence or other illegal acts.

___ Determine position on withdrawal of employee organization's unfair practice charges and other legal actions.

APPENDIX

V-B

SAMPLE SETTLEMENT AGREEMENT

The Association agrees to dismiss and waive, with prejudice, any and all claims including unfair practice charges, either presently pending or otherwise, arising out of the strike, strike-related activities, or the negotiation/mediation process which transpired prior to the date of this Agreement.

The Association agrees not to institute or cause to be instituted any legal proceedings against the District upon the strike, strike-related activities, the negotiation/mediation process, reduction in any employee's salary warrant as a result of nonperformance of service during the strike, or the removal of a benefit during the term of the strike.

The Association understands and agrees that the District may take disciplinary action against any employee who engaged in acts of sabotage, violence, damage to district property, abuse of students or encouragement of truancy or damage to school property by students. In the event the District takes such action, the Association agrees that such District actions are not subject to the Grievance Procedure of the Agreement.

The Association agrees that in the event the employees, its members or its agents violate this Agreement, the Association will be liable for liquidated damages for each day from the date of the violation until the Association repudiates the activity, informs the participants to cease such action and cures the violation. The amount of daily liquidated damages shall

be equal to the daily salary increase for all unit members negotiated for the 198__-8__ school year. The Association agrees that the District may deduct such amount from the dues deduction warrant it transmits to the Association.

RECOMMENDED

ASSOCIATION	
Dated	Dated

APPROVED

ASSOCIATION REPRESENTATIVE	BOARD OF EDUCATION
Dated	Dated

CHAPTER VI

COMMUNICATIONS COORDINATOR

CHAPTER VI

COMMUNICATIONS COORDINATOR

A. Role of the Communications Coordinator.

The responsibility of the communications coordinator is to develop systems of communication within the administrative team, for employees, for the news media and the community. An effective public relations program should begin long before a strike. Public relations can be extremely important before, during and after a strike. Having and maintaining community support through public relations is the primary management goal in a strike.

It is important that one person supervises all communications to assure that everyone is sending the same message. This goes for communications to employees, parents, the community and the media. That is why one person should review all communications. It does not mean, however, that the person in charge of communications must be the one who appears before the news media or the community.

A district must decide whether one person will be the only person to speak or whether different individuals will speak at different times. For instance, a large district might designate its school public relations professional as a spokesperson to provide daily information on operation of the schools, the superintendent or chief negotiator as the spokesperson to emphasize the district's commitment to reach a quick settlement and on the district's financial condition, and the board president as the spokesperson to explain the reasons why the board cannot offer more than it already has. The communications coordinator must keep track of all statements being made to the media, prepare and/or approve contents of district communications and keep abreast of the latest developments.

B. Checklist for Communications Coordinator.

___ 1. Define Your Audience. The district needs to identify:

___ (a) The audience it wishes to address and

___ (b) The most effective means to reach that audience.

This is the area in which a district most needs professional a public relations person. If a district does not have its own public relations officer, it should consider hiring a consultant. Some county offices or adjacent districts will loan a communications expert. The acts of public relations office can help plan and initiate your crises communication program and can help you find ongoing assistance.

___ 2. Designate A District Spokesperson. As noted above, the district spokesperson need not be the same individual as the communications coordinator. This will depend on various factors such as the

size of the district and the speaking skills of the individuals being considered for the position.

___ 3. Establish A Media Center. It is essential that the district set aside an area for members of the press, radio and television. This room should consist of at least a press room with outgoing phone lines, coffee, background material and the latest press releases. The district public relations director should have an office close by.

The purpose of the media center is to provide a place where the press can get credible material from the district. In addition, the center will give the district a place to discover what information the press is interested in, and what information is being put out by the employee organization.

___ 4. Develop List of Contacts. Develop a list of each newspaper, radio and television station read or heard in your district including:

___ (a) name

___ (b) phone number

___ (c) deadlines for press releases, deadlines for press conferences, deadlines for night time television news coverage

___ 5. Establish A Liaison With Police, Fire, And News Media.

___ 6. Develop List Of Organizations. Develop a complete list of organizations for continued communications throughout the strike, i.e., the P.T.A., Jaycees, Rotary, etc.

___ 7. Prepare District Information Packet. Few if any of the media people involved in covering the strike will have any experience with school districts. They will expect the district to provide that information. These packets should include:

___ (a) A district overview (history, enrollment, budget size, area served, board member identification and date of election and term expiration, administrator identification, switchboard hours, a district map and anything that may be useful to people researching the district).

___ (b) An explanation of substitute teacher qualifications, the process used to register them and the district person who can respond to questions about them.

___ (c) An attendance summary showing the format to be used in daily accounting of students and teachers during the strike. (This will differ from regular accounting because rotating or

part-time staff may be assigned full time. Additionally, substitutes and returned regular staff should be designated. Daily attendance figures are newsworthy and important. Accounting must be explained to avoid misconceptions or deliberate misrepresentation of the numbers of students and regular teachers out and those returning.)

___ (d) A history of the current negotiations, including the board's position, meetings held to date, impasse history, issues, past news clippings and anything else that would help a reporter or community member who has not been following the process to understand what's happening.

___ (e) Samples of letters the district has sent to parents, staff members and community leaders to substantiate the district's candor, consistency and efforts to communicate to all concerned audiences.

___ (f) Communications center information (hours to be open, contact person, briefing schedules, attendance reporting procedures and schedules, incident report recording process and availability.)

___ 8. Select Communications Channels. The district has to consider its most effective communication channels. Many of the most effective channels are the least costly. For example, one district found that by sending administrators out to local organizations such as Rotary to give talks, it could communicate credibly with 90 percent of the business leaders in the community. The cost to the district was minimal.

Besides the normal media communication devices, the district should consider other ways to communicate more effectively with the public. (See Appendix VI-A for a list of possible communication channels.)

___ 9. Meet With Media Prior To Strike. Meet with the reporters, editors and/or news directors of your local media to provide them with a detailed understanding of the situation. Information communicated to media should include:

___ (a) The true strike issues

___ (b) The district's last proposal

___ (c) The board's position on the issues and its reasons for that position

___ (d) The employee's association's position on the issues

___ (e) The board's position on the legality of the strike

___ (f) The possibility of disciplinary action against strikers

___ 10. Contact Principals And Other Administrators. Discuss with principals and other members of the management team their role in the public information plan and in dealing with the media. Have principals relay questions to the communications center if possible rather than making off-the-cuff statements about the situation to reporters. In reality this is often impossible, but it is desirable to have one person as the "news-giver" rather than many.

___ 11. Prepare Communications.

___ (a) Pre-strike communications.

___ (1) Phone taped message advising that schools will be open in the event of a work stoppage. Install a taped telephone message system and widely publicize the number. (See Appendix VI-C)

___ (2) News release re impasse (See Appendix VI-D).

___ (3) Letter to parents (See Appendix VI-E).

___ (4) Letter to employees (See Appendices VI-F and VI-G).

___ (5) Regular communications to site administrators advising them of the latest development.

___ (b) Communications during strike.

___ (1) Phone tape message advising that schools will remain open. (See Appendix VI-C)

___ (2) News release on status of strike (See Appendix VI-D).

___ (3) Letter to parents.

___ 12. Determine The Normal Attendance At Each School.

___ 13. Distribute Daily Reporting Forms To All Principals. (See Appendix IX-E for sample reporting form.)

APPENDIX

VI-A

COMMUNICATION CHANNELS

___ Direct letters

___ Regular newsletters

___ Principal's meetings

___ District administrator's meetings

___ District administrator speeches to community groups

- ___ PTA
- ___ Service groups
- ___ School advisory councils

___ Reports on negotiations at board meetings

___ Press releases (radio, TV. newspapers)

___ News conferences (radio, TV, newspapers)

___ Community telephone "hotline" center

___ Negotiations summaries

___ Regular radio reports on condition of schools by school spokesperson

___ Board meeting remarks

Employees

___ Negotiation summaries

___ Fact sheets

___ Review meetings with principals

- ___ Principal meetings with employees
- ___ Informal communication with employees

___ Distribution of meeting minutes to principal

___ Telephone "hotline" reports

___ Direct letters to employees

___ Employee handbook

APPENDIX

VI-B

SUGGESTIONS FOR EFFECTIVE COMMUNICATION WITH THE PUBLIC

1. Develop a public relations strategy before negotiations break down.

2. Establish early contact with local newspapers and radio stations. Create a phone list of names and numbers to call when a news release must be published.

3. Do not over editorialize or engage in excessive propaganda.

4. Be sure to keep all relevant individuals informed of district positions and rationale -- includes the public, teachers, district administration, and site level administration.

5. Do not "bargain around" the union.

6. Avoid, if possible, communicating only as a response to union communications. Be willing to take the initiative in making public statements.

7. All statements should be carefully thought out and reviewed prior to issuance. A union representative is always willing to go further than a district representative in these discussions, the district representative may say something which is not in the best interests of the district.

The district representative should politely state that they have heard the concerns of the speaker and will take them into consideration, but will not respond to them immediately.

8. Take special care to avoid undermining the authority of the collective bargaining representative with whom you are negotiating. Early announcements of available resources disproportionately increase union expectations.

9. Be sure that all potential communications are reviewed by several individuals prior to issuance.

APPENDIX

VI-C

PHONE TAPE MESSAGES

SAMPLE 1 - Before-Strike Phone Tape Message

This is the Sunnyside Union School District information line, Monday morning, September 3rd. Schools will be open on Friday, September 7th, in the event of a work stoppage. Sunnyside Union School District officials and leaders of the Sunnyside Education Association are meeting daily in efforts to avert a threatened strike. Proceedings are conducted under the direction of John Brown, state mediator.

District officials have announced that if a strike occurs, schools will be open. All class, bus and cafeteria schedules will be in operation as usual.

Classrooms will be staffed by qualified teachers. In accordance with board of education policies, all grading and homework procedures will be in effect.

Negotiations will continue until a final settlement is reached.

Please continue to call this number for up-to-date, accurate information 24 hours a day.

SAMPLE 2 - First Morning of Strike Phone Tape Message

This is the Sunnyside Union School District information line, Friday morning, September 7th. Schools will operate this morning although leaders of the Sunnyside Education Association have called a strike. All schools in the district are open and operating with qualified teachers in the

classrooms. The school will attempt to provide a normal instructional program and all work completed by students will be counted.

Parents are urged to send students to their school. All services, including transportation and food, will continue.

Schools are looking for college graduates to teach and for volunteers. If you are interested in helping your principal, please phone your school.

Please continue to call this number for up-to-date, accurate information 24 hours a day.

APPENDIX

VI-D

SAMPLE NEWS RELEASES

Sample News Release on Impasse

Sunnyside Union School District
July 1, 1987
FOR IMMEDIATE RELEASE

For further information
call Charlie Brown,
765-4321

Impasse has been declared in negotiations between representatives of the Sunnyside Board of Education and the Sunnyside Education Association (SEA).

After holding 10 negotiation sessions which lasted for approximately 60 hours, both sides declared impasse last night (June 30) saying they could not reach agreement on economic issues. This paves the way for a neutral party to help both sides reach a mutually acceptable settlement.

Negotiators representing the Sunnyside Board of Education and the Sunnyside Education Association (SEA) had reached tentative agreements on a number of issues including school calendar, leave policy, safety conditions, a grievance policy and class size.

"At this point the school board is ready to take the next step outlined in the Rodda Act," said Charlie Brown, district spokesperson.

"The law calls for mediation with a neutral party. We want to try all possible ways to reach agreement."

The teachers' union's latest salary proposal was for a 12 percent cost of living increase on the salary schedule. The district countered with four percent.

"If the district accepted the total package the union had last placed on the table, it would cost us $1 million," Brown said. "The salary schedule and fringe benefits offered by the board are comparable to those in neighboring districts. The board has made a fair offer considering its other responsibilities to the students, parents and taxpayers."

Sample News Release on Strike

Sunnyside Union School District — For further information
August 5, 1987 — call Charlie Brown
FOR IMMEDIATE RELEASE — 765-4321

Schools will be open tomorrow with qualified teachers in the classrooms as a teacher strike enters its first day in the Sunnyside Union School District.

Talks have broken off between the Sunnyside Board of Education and the Sunnyside Education Association (SEA) over a contract for the 200 district teachers. Both mediation and factfinding failed to bring about a settlement.

"The board of education is committed to maintaining a quality education program for our 5,000 students," said Charlie Brown, district spokesperson. "We will attempt to have qualified substitute teachers in all classrooms tomorrow. If the strike continues, the district will improve its operation on a daily basis.

Schools will operate on a minimum schedule tomorrow with classes starting at 9:00 a.m. and running until 12:20 p.m. Brown emphasized that all student work completed during this time will count toward graduation or grade advancement.

The latest offer made by the board to the SEA, exclusive representative for the 200 district teachers, includes a 4 percent increase on the salary schedule and further discussion on increased costs of the present health and welfare schedule, as well as longevity and advanced education.

"This is a very fair offer to the employees," said Charlie Brown, district spokesperson. "It would mean that the average teacher salary in this district would be $26,000 or $2,600 a month for the 10-month school year."

Brown indicated that the proposed salary schedule offered by the school board is very comparable to salaries in neighboring school districts.

"Our average teacher salary is the second best among the 10 elementary school districts in this county," he explained. "This is the best

the board can do while still being fair with classified employees, students and the taxpayers."

Brown explained that the union is demanding a 12 percent increase on the salary schedule. He encouraged parents to phone the district information line, 555-1234, for accurate, up-to-date information 24 hours a day.

APPENDIX

VI-E

SAMPLE LETTER TO PARENTS

Dear Parents:

As you have likely heard by now, the Sunnyside Education Association (SEA) has called upon its members to withdraw their services from the district. The board of education has made an honest effort to be fair to the employees. The board has offered the SEA a four percent salary package. With other fringe benefits, including the increased costs of health insurance as well as mandated costs, the district's total offer is more than nine percent.

The board of education feels that it has made a very fair offer and that it is the best it can do considering the other demands upon the district's budget. The board will not cut into the budget to an extent that will force it to damage the instructional program for students.

The board is committed to keeping the schools operating and to continue providing a quality program for the district's 5,000 students. Your help is requested. Please encourage your youngsters to attend their normal classes. There will be qualified teachers in the classrooms. They will receive meaningful instruction. Please have them bring a bag lunch and beverage to school.* Please organize car pools when necessary. All the work students do during this period will be counted toward graduation or grade advancement at the end of the year.

It is hoped that this withdrawal of services to the district will be brief. The board is confident that the majority of the employees in this district will soon be back working with the students. If you have any questions, please phone 555-1234 to receive an accurate, up-to-date message available 24 hours a day.

In order to keep your schools operating at full efficiency, many of your friends and neighbors have volunteered to help. If you will help at a school, please phone 555-1234, extension 30 or 35, or phone your school principal.

---

*To be used only if food services are affected by the strike.

APPENDIX

VI-F

SAMPLE LETTER TO EMPLOYEES

The District has been notified by the Sunnyside Education Association that a strike has been called for (DATE). The District's last salary proposal to the SEA was for a five percent cost of living increase on the salary schedule.

In the event of a work stoppage, the District is committed to keeping the schools operating and to continuing to provide a quality program of education for its 5,000 students. Work will be available for those employees who wish to work and the District will take all appropriate measures to ensure the safety of its students and of employees who choose to cross picket lines.

Striking employees should be aware that they will not be entitled to receive wages for any period of time that they are striking and not working. They are also ineligible under California law to receive unemployment insurance benefits while out on strike.

The District welcomes the support of all those who wish to offer their assistance and cooperation during this difficult period and is hopeful that a speedy resolution of the contract dispute will be forthcoming.

SUPERINTENDENT OF SCHOOLS

APPENDIX

VI-G

SAMPLE LETTER TO EMPLOYEES FOR USE IN SICK-OUT

Dear _____:

We have heard that the Association may request teachers to engage in a "sick-out" or other work stoppage to support its bargaining demands.

The teachers' contract requires all employees to verify the specific reason for their absences. Under the contract, sick leave may be used ONLY for your own illness or injury, a medical or dental appointment or medical disability as verified by a licensed medical advisor (Article ___, Section ___). If you claim sick leave, you must sign the regular District absence report verifying your illness or accident under penalty of perjury in order to receive sick pay.1/

If you make a personal decision to withhold your services as a teacher, whether by means of a "sick-out" or other work stoppage, you should not expect to be paid for not working.

1/ This paragraph should be modified to conform to your district's relevant collective bargaining agreement.

If you choose to strike, you will not be paid, and you will lose STRS service credit and you will be ineligible for unemployment insurance benefits. Should a strike extend, you may continue your health and welfare insurance by submitting the monthly premium payments for the month of (May) to the District Office. Sick leave and other benefits do not accrue during a strike.2/

If the Association calls for any kind of work stoppage, the District will keep the schools open and will take appropriate measures to ensure the safety of its students and employees who choose to work.

Sincerely,

SUPERINTENDENT OF SCHOOLS

2/ Omit this paragraph if dealing with a sick-out only.

CHAPTER VII

AUXILIARY SERVICES

CHAPTER VII

AUXILIARY SERVICES

A. Role Of Auxiliary Services Coordinator

The auxiliary services coordinator is a member of the strike management committee. He/she is responsible for the following areas:

___ 1. Food Service

___ 2. Transportation

___ 3. Security

The auxiliary services coordinator, along with the superintendent may appoint an individual to each of the above stated areas. These three individuals will report directly to the auxiliary services coordinator and along with the auxiliary services coordinator will be available to assist area administrators and site administrators in the development of their strike plans.

B. Checklist For Auxiliary Services Coordinator.

___ 1. Check with Emergency Personnel. Consult with emergency personnel and advise them of the need for substitute personnel. Coordinate plans.

___ 2. Maintain Close Communication with Principals. Keep in daily contact with your school principals and assist them in any way possible. Identify with the principal those services which are essential and those which can be temporarily suspended.

___ 3. Develop ~~Plans~~ for Continuation of Food Service.

___ (a) Is it possible to contract with a neighboring district or food service company to provide lunches?

___ (b) Consider providing sack lunches or "prepacks" for the duration of the strike.

___ (c) Provide extra trash cans for the increased volume of packaging materials.

___ (d) Work with communications coordinator to have students bring bag lunches.

___ (e) Provide alternative site for food deliveries if outside vendors will not cross picket lines.

___ (f) Consider providing group IV portions rather than attempting to adjust portions to age/grade group. Accurate distribution and content records should be kept in order to facilitate completion of the reimbursement claim form for the State Department of Education.

___ 4. Assess Transportation Needs.

___ (a) Consider the advantages of providing safe car storage and bus transportation for replacement and nonstriking employees.

___ (b) If the environment is very hostile, consider police escorts for bus drivers or substitute drivers.

___ (c) Provide round-the-clock security for the bus storage area.

___ (d) Provide for frequent safety inspections of all buses.

___ (e) Prior to the strike develop list of substitute drivers with names, addresses and telephone numbers. Work with staffing coordinator and preestimate as best as possible the number of substitutes which will be needed.

___ (f) If bus drivers strike, consider elimination of all nonmandated student transportation.

___ (g) If bus drivers strike, consider contracting with a private transportation company.

___ (h) If bus drivers strike, consider providing limited small-group transportation (not more than 10 persons), thereby not requiring a bus driver certificate. Vehicle Code § 545 excepts from the definition of "school bus", ". . . a motor truck transporting pupils who are seated only in the passenger compartment, and a passenger vehicle designed for and when actually carrying not more than 10 persons, including the driver." This appears to mean that the driver of such a vehicle would not be required to hold a school bus driver certificate. Should district vans or minibuses be used for this purpose, care should be taken that the vehicle is not identified as a school bus -- that is, the red lights and sign should be removed or covered. It should be noted that the provisions specify vehicles "designed to carry passengers". The Vehicle Code specifically prohibits transportation of students in the cargo area of a motor truck. The Code further specifies that a vehicle carrying two or more handicapped pupils confined to wheelchairs are not excepted from the designation, "school bus."

___ (i) If bus drivers strike, work with communications coordinator to notify parents.

___ (j) If bus drivers strike, consider organizing parents to form car pools.

___ (k) Make contingency plans to provide transportation for student activities.

___ 5. Develop Security Plan.

___ (a) Meet with local law enforcement and review in detail the services they will provide in the event of a strike. Find out what limitations they have in responding to calls for assistance. (Remember that most police officers are organized and represented by unions. The sympathies of the average police officer may be with the striker. A number of school districts have found local police departments of little help. It's best to pin the police officials down to a commitment before the strike.)

___ (b) Consider the possibility of hiring an outside security firm to provide temporary protection. Get a list of firms that provide security services during strikes. Check out their references. Find out not only cost but the lead time required by the company to field personnel.

___ (c) Plan and develop strike surveillance activities and locations for placement of photographers for best surveillance coverage to document all "incidents". Many private sector employers now use videotape equipment. Some security firms provide this service, although it is expensive.

___ (d) Review ingress and egress to all schools and buildings. Determine in advance which doors and gates will be used. As a general rule, the number of points of ingress and egress should be limited.

___ (e) Review night-lighting for each building. Burning the lights all night will increase the cost of electricity, but may prevent expensive vandalism.

___ (f) Review ingress and egress to grounds and parking lots. Determine which gates will be opened and the hours they will be opened.

___ (g) Consider posting guards at strategic gates to insure that only authorized people are admitted to school district property.

___ (h) Develop a system to make sure all gates, doors and windows are locked at the end of the workday.. Making one person responsible at each site is the simplest method.

___ (i) Consider paying someone to spend the night at each school site. Some districts have used custodians and other classified employees as night watchpersons during teacher strikes.

___ (j) Determine in advance whether strikers will be allowed to enter school grounds or buildings to get a drink of water, use rest rooms, etc. Most labor relations and security experts strongly recommend that strikers not be allowed on school property.

___ (k) Prepare a system for the identification of personnel authorized to enter school property. Coded passes have been used with success.

___ (l) Provide for the security of files and records. Unattended offices should be locked. One bottle of ink or a match can do a lot of damage to vital records.

___ (m) Provide for the security of private automobiles of nonstrikers. Consider having nonstrikers report to a central location and using buses to take them to their site. This makes it easier to guard automobiles and prevent costly damage.

___ (n) Arrange for a centralized, specially-keyed storage area at each school site for audio-visual equipment and instructional supplies. Provide a check-out system for equipment and supplies prior to release to replacement teachers.

___ (o) Develop procedure for false fire and burglar alarms.

___ (p) Provide plans to operate buildings under emergency powers.

___ (q) Prepare a plan for strikers to turn in keys.

___ (r) Make a list of locksmiths, electricians, carpenters and plumbers in the area, including telephone numbers, and submit to principals.

___ (s) Have numbers of emergency telephone and utilities repair personnel available.

___ (t) Have number available for 24 hour towing service to remove cars used to block access to district sites.

___ (u) Provide duplicate keys for classrooms, school sites, etc.

___ (v) Develop, in cooperation with principals, a procedure for:

___ (1) shutting off valves for water, gas, electricity

___ (2) opening and closing buildings

CHAPTER VIII

STAFFING COORDINATOR

CHAPTER VIII

STAFFING COORDINATOR

A. Role Of The Staffing Coordinator

It is the responsibility of the staffing coordinator to develop a plan that will ensure that substitute personnel are available to replace teachers and classified staff who are out on strike. The role of the person assigned this responsibility is perhaps the most important of all. All other areas can be functioning perfectly well, but if substitutes are not available, schools will close. The staffing coordinator should look to nonstriking employees, management personnel and adult volunteers for emergency staffing. The district should also attempt to recruit and hire enough replacements to maintain essential services. Too many replacements is better than too few, but experience has shown that in the case of teachers' strikes, districts have not been required to staff at 100 percent. There is usually some drop in student attendance. It is necessary to staff only for students in attendance, not the full enrollment.

B. Limitations In Hiring Strike Replacements

Section 1134 of the California Labor Code states: "It shall be unlawful for any employer willfully and knowingly to utilize any professional strikebreaker to replace an employee or employees involved in a strike or lockout at a place of business located within this state." The term "professional strike breaker" is defined to include any nonsupervisory individual who has, within the past five years, worked three or more times, at two or more employers, during a strike or lockout. The district would be liable under the state Labor Code provision for the hiring of an individual who is known to have such a background, or where the district has a basis for believing that an individual has such a background. Persons who violate these provisions are subject to a fine, not to exceed $1,000, or imprisonment, not to exceed 90 days, or both (Labor Code section 1136).

C. Emergency Credentials

Effective January 1, 1983, requirements for an emergency teaching credential were substantially increased. These changes make it much more difficult for school districts to maintain educational services during a teacher strike. The educational requirement for an emergency credential was increased from 90 semester units to a baccalaureate degree. Until January 1, 1987, it was possible to request an emergency credential for an individual who had completed 90 semester units of college course work if the employing district or county board of education submitted a declaration stating that it had an insufficient number of candidates for emergency credentials who held the baccalaureate degree. This is no longer possible and all emergency credential applicants must now hold a baccalaureate degree.

In addition to holding a baccalaureate degree, all applicants for an emergency credential must have passed the California Basic Education Skills

Test (CBEST). Scheduling special administrations of the test for replacement teachers will represent a substantial cost to the district. In a strike situation it is highly unlikely that tests can be scheduled and graded very quickly. Thus the district may have to begin its plan several months in advance. Education Code section 44830(b)(2) states that governing boards shall direct superintendents to prepare for emergencies by developing a pool of qualified emergency substitute teachers.

In cases of emergency, the Commission on Teacher Credentialing will arrange for a special administration of the CBEST within ten working days of receipt of written verification by the district that certain specific conditions have been met. The current Title 5 regulations require the following conditions:

1. There must be reasonable assurance that at least 40 people will actually register and take the test at the special administration.

2. The district or county agrees to provide space suitable for the test administration, and to provide administrative support in identifying qualified examination proctors and in accomplishing the test registration process.

3. The district or county agrees to reimburse the Commission for all necessary costs of a special administration in excess of those recovered by the applicant test fee, including the full fee for persons not tested if less than 40 persons appear, and agrees that the people taking the test will not be required to pay any portion of such excess costs.

There are a number of exceptions to the CBEST requirement. (See Education Code section 44840 (c) through (m).) Two of the most important are that the district can hire teachers credentialed in another state (Education Code section 44830 (m)) and can hire teachers who have not been afforded the opportunity to take the test (Education Code section 44830(n).)

Commencing July 1, 1987, any person who does not hold a valid credential will be required to pass the appropriate subject matter competency exam or exams before being issued an emergency single or multiple subject teaching credential, except a 30 day emergency substitute teaching credential. It will be possible, however, to request an emergency single or multiple subject teaching credential for applicants who have not taken the appropriate tests, provided the district certifies that (1) the applicant has not had an opportunity to take the test, (2) the applicant will take the test at its next scheduled administration and (3) the employment will be discontinued eight weeks after the test is administered if the person has provided the district with no evidence of passing the test. Furthermore, the test requirements are waived if the individual has completed 15 semester units or 6 upper division units of course work in the subject in the case of a single subject credential or, in the case of multiple subject credentials, ten units of course work in three of the following four areas: English, math and physical

or life sciences, social sciences other than education or education methodology or humanities and the fine arts, including foreign language.

D. Checklist for Staffing Coordinator

___ 1. Determine which services can be discontinued. Which services can be discontinued and still allow the district to maintain essential education programs? Develop a list.

___ 2. Communicate and assist area coordinators and principals. Work closely with the area coordinators and principals. Assist them in developing a strike plan. Know their needs.

___ 3. Determine if there will be nonstriking employees performing nonessential services. Are there any legal or contractual prohibitions against finding them other duties? Nonstriking employees performing nonessential services should be assigned to perform essential services wherever possible. In some cases, there may be a problem if the nonstriking employees have sympathy with the strikers. Other employees may refuse to change jobs during a strike. In other situations, employees crossing the picket line may be threatened if they replace strikers. Thus, great care must be taken in trying to get nonstriking employees to perform other than their normal duties. Performance of any work other than normal work should be completely voluntary and the district may not discharge or otherwise discipline an employee who refuses to perform "struck work" unless given that right by the collective bargaining agreement.

___ 4. Determine if there will be management employees available to perform essential services. If yes, prepare a strike assignment for each management person. The district has greater flexibility in using management employees to replace strikers. Those management employees performing nonessential services should be given a strike assignment aimed at maintaining essential programs. Management employees who earn at least $250.00 per week can perform any amount of nonexempt work during the strike without becoming subject to the Fair Labor Standards Act overtime provisions. Marshall v. Western Union Tel. Co., 621 F.2d 1246 (3d Cir. 1980). Management personnel generally are exempt from the overtime provisions of the Fair Labor Standards Act.

___ 5. Establish a list of parent and community volunteers. Determine whether they will provide services during a strike, their availability and the jobs they can perform. Many parents have teaching credentials which can be quickly registered with the county office of education. Retired certificated managers and teachers will often volunteer their services, if asked. Other volunteers who can be of help are secretaries, locksmiths, nurses, police officers and plumbers. Having responsible adults available to help in classrooms as aides and for playground supervision is a great help.

6. Instructional Aides. Develop a plan for using instructional aids so as to reduce the number of substitutes needed. By combining classes and using instructional aides, the district will be able to reduce the number of substitute teachers needed to maintain educational services during a teacher strike. When using instructional aides to stretch the teaching staff, it is important to make sure that only certificated employees give direct instruction to the students. The aides monitor and provide practice, using activities designed by certificated personnel. If well organized, this technique will make it possible to cover several classes with one certificated replacement teacher.

7. Salaries For Strike Replacements. Make sure the Board of Education has adopted attractive salaries for strike replacements.

8. Contact Each Person On The District's Substitute List. The first source for teacher replacement is the district's own substitute list. Each substitute on the list should be contacted and asked if he or she will serve during a strike. It has been found that many of the regular substitutes will not work during a strike in order to avoid on the job problems after the strike.

9. Obtain Substitute Lists From Nearby School Districts. Contact each person on the lists to determine whether each will cross a picket line to work during a strike. Ask neighboring districts to cooperate by cutting back on substitutes.

10. Advertise For Replacements. Large advertisements should be placed in a major daily newspaper in the area. (See, Appendix VIII-A.) These ads can be supplemented by spot ads on popular radio stations. Section 973 of the California State Labor Code requires that any advertisements for replacements "plainly and explicitly mention" that a strike is in progress. You should insert, therefore, the words "strike conditions prevail" in any written advertisement or verbal communication in which you are seeking replacement personnel. In addition, the advertisement must state who is issuing the advertisement. This same disclosure must be made verbally to any personnel hired in anticipation of the strike or who are solicited to work during a strike. Experience has shown that effective recruiting can take place for up to 100 miles, depending upon road and driving conditions. The availability of qualified replacements in the local labor market will determine the amount of time, money and effort that should be allocated to advertisements.

11. Open A Center For Processing Replacements. Arrangements must be made to quickly and efficiently process applicants attracted by the recruiting effort. The best approach is to open a processing center. The ideal processing center is a large open building with a lot of parking. Ingress and egress to grounds and parking areas should be limited. The centers should be equipped to

process applicants from the initial application through all the legal requirements, such as fingerprinting and TB tests. Ideally, the applicant should leave the processing center with an emergency credential and assignment in hand. Consider the following items:

___ (a) Make sure sufficient forms are on hand: applications, credit forms, fingerprint cards, loyalty oath forms, district maps, etc.

___ (b) Make sure sufficient furniture, equipment and supplies are available: tables, chairs, typewriters, paper, pens, pencils, etc.

___ (c) Make sure utilities are installed: telephone, electricity, gas, etc.

___ (d) Arrange to have security personnel present.

___ (e) Staff processing center with clerical and other personnel. Make sure the following key personnel are present: credentialed technicians, qualified nurse for TB tests and personnel for fingerprinting.

___ (f) Consider having a doctor present to perform any required physical examinations.

___ 12. Make Arrangements For Emergency Credentialing. Contact the county office of education regarding arrangements for credentialing replacement teachers. Each application for an emergency credential must have attached a verification of the completion of the bachelors degree. Each application for an emergency credential also must have attached one of the original copies of the applicant's passing CBEST score (unless an exception applies).

___ 13. Estimate The Numbers Of Strikers. Prior to the strike, the staffing coordinator should distribute a pre-strike survey form to each of the principals in the district. (See, Appendix VIII-B) In estimating the number of replacements needed, the principal should be advised not to directly question the employees as to whether they plan to participate in the strike. Such questioning could constitute an unfair labor practice.

___ 14. Develop A System For Attendance Accounting For All Employees During A Strike. Receive morning status reports from site administrators. Give information as soon as possible to auxiliary services coordinator. Morning status report should include the principal's estimate of the number of substitutes needed.

___ 15. Determine Degree of Cooperation from other Employees. In the case of a strike by certificated employees, determine the degree of

cooperation the district will receive from classified employees. Consider:

___ (a) transportation

___ (b) food service

___ (c) maintenance and custodial

___ (d) gardeners

___ (e) delivery

___ (f) secretarial

___ (g) instructional aides

___ (h) clerk/payroll, personnel processing, curriculum, etc.

APPENDIX

VIII-A

SAMPLE ADVERTISEMENT FOR REPLACEMENTS

SERENDIPITY CITY

UNIFIED SCHOOL DISTRICT

is seeking qualified

REPLACEMENT AND SUBSTITUTE TEACHERS

STRIKE CONDITIONS PREVAIL

If you have a valid California credential or a baccalaureate degree, you may qualify to serve as a replacement teacher in grades kindergarten through 12. No previous teaching experience is necessary.

The school district will pay for the first day of service and for each subsequent day during the emergency.

To apply go to: 1540 Tranquility Avenue, Serendipity, California.

Take No. 1 Tranquility off-ramp to "A" Street, then right on Old School Road.

Applicants MUST BRING transcripts showing dates of bachelor's degree.

Interested persons may apply between the hours of 6:00 a.m. and 4:30 p.m. daily beginning September 12.

Secured parking will be available for applicants and replacement employees.

APPENDIX

VIII-B

PRE-STRIKE SURVEY

Certificated & Non-Certificated Personnel

CONFIDENTIAL

School: _____ Area: _____ Level (Check One)

Signature: _____
(Reporting Administrator) (Title)

Date of Report: _____

Instructional Hours: Start___ End ___

__ Elementary
__ Secondary
__ Community Adult
__ Special Education
__ R.O.C./P.
__ Other _____
(Specify)

INSTRUCTIONS:

Principal to prepare in duplicate. Send original to Personnel Officer. Retain one copy.

The following is the principal's estimate. Teachers should not be questioned.

STAFF GROUPS	TOTAL ALLOT.	ESTIMATE NUMBER Pres.	Absent	Subs.	Reg.	COMMENTS
I. CERTIFICATED						
Teachers, Reg. Classroom						
Teachers, Non-Classroom						
Librarians						
Nurses						

Other(s):

1

2

3

4

II. CLASSIFIED

Secretary/Office Manager

Clerical

Custodians

Cafeteria Manager

Cafeteria Workers

Security

Transportation

Educ. Aides

Noon Duty Aides

Teacher Assistants

Volunteers

Other(s):

1

2

3

4

SPECIAL

REMARKS: _____

_____

CHAPTER IX

PRINCIPALS

CHAPTER IX

PRINCIPALS

A. Role Of The Principal.

It is the duty of the school principal to keep his or her school open and operating during the pendency of the strike. Without effective principals, the district strike plan will fail. Some rules for principals in a strike are:

(a) represent the district
(b) do not personalize the issues
(c) be an effective communicator and
(d) do not succumb to "Moses" appeals

1. Represent The District. It is tempting in a strike situation to try to maintain a relationship with strikers. This is particularly true for the principal, who will have to work with the strikers on a day-to-day basis when the strike is over. In some cases principals have joined strikers with picket signs urging the public to "not support the strikers but to support education." In other cases, they have provided coffee and donuts to strikers. Unfortunately, such activities are taken out of context by the union strike committee to help sustain the strike momentum. In addition, it causes resentment by nonstriking employees.

   Principals are the only management representatives at the building site. Any action they take is a reflection of the district's attitude. In a strike there is no middle ground. Within a day or two there will be lines drawn between supporters and nonsupporters. Principals have to be on the district side of that line.

2. Do Not Personalize The Issues. Because a strike is such an emotionally charged event, it is difficult to distinguish between organizational activities and personal feelings. Some principals look at a strike as a popularity vote. High school principals who have 60 to 70 percent of their teachers on strike may feel that they have received a no-confidence vote.

   Similarly, a principal driving through a picket line (of course, he/she should have been at school before the pickets) will be shocked at the language and violence. Elementary school principals, for example, are always surprised at how vicious normally gentle kindergarten teachers can be on a picket line. Often picket signs or songs sung by strikers are directed at individuals in the district.

   Management has to realize that such activities are just part of a group process and may not reflect personal attitudes. If

the principal personalizes the issues he/she may very well react on a personal basis. In one district a principal harassed on a picket line offered to meet a teacher "behind the school". The teacher declined the offer, but two years later used it in a dismissal hearing to indicate that the principal was biased against him.

Whatever personal feelings the principal has during the strike, he/she has to put them aside and not act on them. The best plan is to maintain a friendly but professional attitude with strikers and union leaders. In no case should the principal argue with strikers. If approached in a reasonable way, he should listen, then let the strikers know he supports the board's position without apology, excuse or rationalization. If approached in an unreasonable or threatening manner, he should withdraw without comment.

3. Be An Effective Communicator. Even though there is a district communication program, the principal is still an important part of the effort. Much of the principal's day during the strike will be taken up in communication efforts. Parents will call asking about school programs. Students will come in to talk about grades when the strike ends. Nonstrikers will come in to talk about harassment by strikers. Reporters will drop by to get first-hand quotes. Even strikers will call when they feel compelled to talk about why they felt forced to strike. It is up to the principal to use these lines of communication effectively.

4. Do Not Succumb To "Moses" Appeals. One of the surprises for principals is the number of strikers who will call to indicate they would abandon the strike "if only _____ would happen." These appeals are very tempting. In one district, the principals had been asked to serve the court restraining orders on the teachers. In a Thursday night phone call, the principal was told that if he did not serve the papers on Friday at least nine teachers would return on Monday. Monday night, after none of the strikers returned, he had to explain to the board why he had not served the injunction papers.

After the first few days of the strike, most strikers, if given the choice, would rather be teaching or working. Their problem is the intense peer pressure not to abandon the strike. Often they will call the principal with face-saving schemes that will allow them to come back to work, such as a letter of support from him or his appearance at a union rally.

Employee organizations are experienced at dealing with such feelings. For every face-saving solution there is a counter-tactic to hold the line. It is not an accident that strike committees always hold rallies on Sunday night, or that bargaining meetings are scheduled to last late into the evening. Strikers who

are wavering are always asked to hold on for "just a few more days."

"Moses" appeals to help strikers come back to work should be ignored. Employee organizations are sophisticated enough to abandon a strike when the membership is wavering. This does not mean that the principal should ignore the plight of those employees who would like to come back. Strikers should be encouraged to do what they think is right, and be assured that they would be welcome, but the principal should not believe that strikers will come back because of some action on his or her part.

B. Checklist for Principals

1. Pre-Strike Preparations

___ a. Develop school strike plan. Obtain the district's strike plan and, with the assistance of your area coordinator, develop a school strike plan which conforms to the general guidelines and requirements of the district plan. The local school strike plan must interface with the planning at the district level and it should follow the same general format. It is essential, therefore, that the principal obtain the district plan well before any strike.

___ b. Anticipate staffing needs. Prior to the strike, estimate as accurately as possible the number of employees which you anticipate will strike. Be realistic. Fill out pre-strike survey form and submit to the personnel office and to the staffing coordinator. (See Appendix VIII-B) The principal should not directly question the employees as to whether they plan to participate in the strike. Such questioning could be held to constitute threatening or coercive conduct which interferes with or restrains employees in the exercise of their rights under the Educational Employment Relations Act.

___ c. Develop plan for security. One of the priority items of concern in the local school school plan must be security measures for buildings and grounds, for the staff who report to work and the pupils themselves. Work with the auxiliary services coordinator and the individual, if any, assigned to district security when developing your plan. The district may already have security procedures in place which adequately address some of the matters listed below and which merely need to be incorporated in your individual school's plan.

Be sure to:

___ (1) Review ingress and egress to all schools and buildings. Determine in advance which doors and gates will be

used. As a general rule, the number of points of ingress and egress should be limited.

___ (2) Review night lighting for each building. Burning the lights all night will increase the cost of electricity, but may prevent expensive vandalism.

___ (3) Review ingress and egress to grounds and parking lots. Determine which gates will be open and the hours they will be open.

___ (4) Consider posting guards at strategic gates to ensure that only authorized people are admitted to school district property.

___ (5) Develop a system to make sure all gates, doors and windows are locked at the end of the workday. Making one person responsible is the simplest method.

___ (6) Advise the district's security coordinator if you believe there is a need to pay an individual to spend the night at the school site. Some districts have used custodians and other classified employees as night watchpersons during strikes.

___ (7) Determine in advance whether strikers will be allowed to enter school grounds or buildings to get a drink of water, use rest rooms, etc. Most labor relations and security experts strongly recommend that strikers not be allowed on school property.

___ (8) Prepare a system for the identification of personnel authorized to enter school property. Coded passes have been used with success.

___ (9) Provide security for files and records. Unattended offices should be locked.

___ (10) Provide for the security of private automobiles of nonstrikers.

___ (11) Arrange for a centralized specially keyed storage area at the school site for audio-visual equipment and instructional supplies.

___ d. Develop a plan for key control. Make sure you have a duplicate set of keys for each classroom. When a strike is called, require turn-in of keys by all staff.

___ e. Develop traffic control plan. Determine in advance where buses will be unloaded.

___ f. Become familiar with all building operations. Learn the location of all utility shut-offs. A map should be made part of your plan with simple directions for checking utilities and turning them on and off. Attach this map to your strike plan. Include:

___ (1) gas
___ (2) electricity
___ (3) water
___ (4) sprinkler
___ (5) furnace
___ (6) secondary valves for each building
___ (7) key or wrench to operate valve
___ (8) fire alarm switches

___ g. Establish communication system. Establish a communication system for your school. Along with the communications coordinator and area coordinator, develop sample letters to go home to parents. Prepare an alternative communication system (neighbors' telephones, two-way radios, courier system). Maintain a directory of all key phone numbers including:

___ (1) police
___ (2) fire
___ (3) district office
___ (4) press
___ (5) parents

___ h. Prepare assignment folders. Prepare an assignment folder for each class assignment. (See Appendix IX-A) Information contained in this folder could include:

___ (1) bell schedule
___ (2) yard duty schedule
___ (3) recess periods
___ (4) school map
___ (5) fire drill instructions
___ (6) name of regular classroom teacher
___ (7) attendance rosters
___ (8) list of children who need special attention (medication, etc.)
___ (9) school rules
___ (10) attendance-keeping procedures
___ (11) special duties
___ (12) location of teachers' manuals and any other information that would normally be necessary for a substitute teacher to have.

___ i. Have lesson plans available. Consider having pre-prepared lesson plans for various grade levels and/or special subject areas that would be useful for the first day of a strike. The

district's instructional services department should assist you with this. When you are alerted that a strike is to be called, request and pick up the current lesson plans from each teacher. Nonstriking personnel will find these lessons valuable in preparing instructional plans or in implementing the teacher's planned instructions.

___ j. Check supplies.

Know how to replace and make sure that you have a supply of:

___ (1) projection bulbs and lenses
___ (2) phonograph needles
___ (3) textbooks
___ (4) chalk
___ (5) light bulbs and switches
___ (6) alternate keys for rooms, desks, closets
___ (7) other classroom supplies, i.e., paper, pencils, etc.

___ k. Maintain student records and class lists. Maintain an accurate and up-to-date set of class lists in a safe location. Maintenance of these lists will be important should the district desire to mail reports or communications to parents or need a set of telephone numbers which may be called. Obtain student records upon notice of a strike. Personally pick up all attendance records, registers or any other materials which record student attendance through that date. Maintain these records in a place under your control and do not let unauthorized persons have access to them. These are vitally important.

___ l. Develop pupil supervision plan. Have previously developed plan to ensure pupil supervision during noon and recess.

___ m. Maintain list of possible substitutes.

This list should include:

___ (1) list of community members who possess credentials and substitutes
___ (2) list of volunteer aides
___ (3) list of noon duty supervisors
___ (4) list of retired teachers
___ (5) list of secretarial substitutes

___ n. Inform students and parents that there will be normal bus transportation unless they are advised otherwise.

___ 2. During Strike

___ a. Open school early. Principals should be at the school site at least one-half hour early to monitor the situation and make necessary preparations.

___ b. Orient substitutes. Be prepared to pass out substitute folders, lesson plans, and take substitutes to classrooms. Have substitutes sign attendance roster on previously established form. Process new personnel later in the day.

___ c. Assemble children. Children should be assembled in a central place at the beginning of the school day so available staff can be assigned.

___ d. Schedule group activities. Group activities should be scheduled for children who cannot be accommodated in the classroom. Other areas where activities can take place include:

___ (1) yards
___ (2) auditoriums
___ (3) library
___ (4) gymnasium
___ (5) cafeteria

Establish, if necessary, a period by period program of group activities. It should provide for physical education programs both outside and inside the gymnasiums; for movies and music activities in large group instruction rooms, particularly in junior high schools, and for reading and study in the libraries and similar group activities in the cafeteria.

___ e. Determine staffing needs.

___ (1) Instruct all personnel to report to their regularly assigned work stations.

___ (2) Physically inspect each teaching work station to determine number of substitutes needed.

___ (3) Fill all staffing needs without regard to student attendance (do not combine classes unless absolutely necessary).

___ f. Advise district of your personnel needs. Your area administrator and the staffing coordinator must be made aware of your needs and will assist you in obtaining replacement personnel. Complete school report form daily. (See Appendix IX-E)

___ g. Prioritize classes. Determine which classes are most essential. Give priority to 6th, 9th and 12th graders. Implement alternatives planned for short day, combined classes, large group instruction, etc.

___ h. Schedule faculty meetings. A critical consideration is providing for necessary communication with nonstriking staff members. One of the most effective vehicles for such communication is faculty meetings held at the close of each day during the strike. An agenda for such meetings can be planned in advance and should include such topics as the following:

___ (1) a review of the events of the day

___ (2) plans for the following day, to include classes in session, directions to students without classes, exact designation of holding areas, hours of school, etc.

___ (3) role of parents in assisting on campus

___ (4) number of substitute teachers available for assistance on the following day

___ (5) class coverage including combination of classes

___ (6) supervision and security measures

___ (7) attendance and accounting procedures

___ (8) availability of counseling and guidance services

___ (9) operation of the cafeteria

___ (10) announcements to be made to pupils the following day, including procedures to enable them to go directly home if the school is closed, availability of lunches, bus transportation, etc.

___ (11) a status report on the situation in the rest of the district

___ (12) status of negotiations and the district's position

___ i. Tighten security on release of children during the day.

___ j. If necessary, advise parents of need to provide alternate transportation.

___ k. Visit classrooms daily. Give moral support to substitutes; answer questions, and allay fears of pupils.

___ l. Prepare school report forms. Prepare daily status report and forward to district (see Appendix IX-E).

___ m. Prepare dismissal procedures.

___ n. Consider preparing newsletter to parents. Consider periodic newsletter to parents keeping them apprised of the situation and assuring them that quality instruction is being provided for their children.

___ o. Monitor and document activities of strikers. The principal plays a critical function in obtaining information regarding the activities of strikers which can be used in court, possibly to obtain an injunction. The principal should take note of:

___ (1) number of picketers
___ (2) contents of picket signs
___ (3) any illegal union/striker activity (see Appendix IX-G for list of illegal activities). Each of these should be thoroughly documented on an incident report (see Appendix IX-F). Contact the district immediately upon observing or obtaining knowledge of any illegal strike activity, including mass picketing.

___ p. Know how to deal with news media. Caution teachers on duty not to make statements to reporters, but to refer them to the principal. Give only factual information, don't make conjectures. Prior to speaking with any member of the news media, principals should first contact communications coordinator for specific approval to speak to the media and for approval of the contents of any such communication.

___ q. Advise students not to approach or speak with picketers.

___ r. Require daily turn-in of:

___ (1) keys
___ (2) roll book
___ (3) lesson plans
___ (4) teacher editions of tests
___ (5) seating charts
___ (6) attendance cards

___ s. Collect and report attendance figures. School principals must collect and report attendance figures to the district office by a specific time each day. Prepare forms and instructions for simplified attendance procedure.

___ t. Cancel/curtail extra curricular activities. Assess your resources and cancel those extra curricular activities which you

cannot reasonably expect to provide. Parents should be advised that the activities will be cancelled.

___ 3. Post Strike Considerations. The post-strike period may be the most challenging problem a principal will face in his or her professional career. The following are suggestions for handling a post-strike situation.

___ a. Be professional. At sometime during the strike you will probably be mad at everyone, striking teachers, board members, central administration, etc. The first day after the strike be courteous, and professional. Do not hold a faculty meeting unless for purely administrative details. Emotions may still be high. Give the situation some time.

___ b. Avoid reprisals. Work for a school atmosphere that will not be conducive to reprisals as a result of the strike.

___ c. Be alert. Be alert to situations which might lead to grievances and try to forestall their occurrences. Also be alert to any situation in which the students may be subjected to brainwashing from either striking or nonstriking teachers after the strike has settled.

___ d. Avoid demonstrations of gratitude to nonstrikers. Demonstrations of gratitude such as flowers, luncheons, by school administration, PTA, or community groups for nonstriking teachers should be avoided. The principal should not discuss strike incidents or display undue friendliness or animosity towards strikers. Avoid the appearance of favoritism toward nonstrikers. In one recent case the district was held to have unlawfully issued letters of commendation to teachers who did not participate in the teachers' strike. This action was held to constitute discrimination against those teachers who engaged in protected strike activity.

___ e. Provide special instruction where possible. Consider providing tutoring or special instructors for pupils, particularly for those taking college preparatory classes, to make up work missed during a strike.

___ f. Anticipate that:

___ (1) Strikers will refuse to accept marks given pupils by substitutes for work done

___ (2) Strikers will refuse to accept made up work turned in

___ (3) Substitutes lack supplies, so many supplies will be missing

___ (4) There will be personal antagonism between teachers with the atmosphere being charged for some period of time following the strike. You will be most effective if during this period you:

___ a. Talk to everyone.
___ b. Stress service to pupils.
___ c. Avoid the "he is the striker" syndrome.

___ (5) Pupils will object to make-up time and to extra work.

___ (6) Teachers who have worked every day will have varying degrees of resentment toward make-up procedures that permit teachers who have been on strike to receive pay for services not rendered according to their regular contract.

___ g. Work with the union and teachers to implement the new contract. Work with teacher's organization leadership and individual teachers to implement the new contract whenever it is ratified. Also, work with teachers who have little, if any, sympathy with the organization's leadership or with its agreement.

CHAPTER IX

IX-A

SUBSTITUTE TEACHER'S FOLDER

Included in an up-to-date substitute teacher's folder should be:

___ School map

___ List of all students

___ Name of regular teacher

___ A seating chart when appropriate

___ List of teachers and their schedules and assignments

___ List of department chairpersons

___ Bell schedule

___ First aid procedures plan and location of faculty rest rooms

___ Yard duty schedule

___ Recess periods

___ List of children with special needs

___ Location of teacher's manuals

___ List of support personnel, such as school doctor, school nurse, office personnel and plant manager

___ Fire drill plan with maps of school plant

___ Plan for civil defense procedures

___ List of special films which can be available to the local school from the instructional communications media branch during a period of emergency

___ Library schedule

___ Log of all television programs presented by the district

APPENDIX

IX-B

ELEMENTARY CHECK-IN LIST

Welcome to: _____ School

Principal: _____

Assistant

Principal: _____

Office

Manager: _____

Clerk-typist: _____

Nurse: _____

You are substituting for: _____

Grade: _____

Room: _____

Yard duty: _____

Room partner: _____

Recess: _____

Lunch: _____

Additional information: _____

_____

_____

Your name: _____

APPENDIX

IX-C

SECONDARY CHECK-IN LIST

Welcome to: _____ School

Principal: _____

Assistant

Principals: _____

_____

_____

_____

Nurse: _____

Counselors: _____

_____

_____

Department chairperson: _____

You are substituting for: _____

Grade: _____ Period: _____

Grade: _____ Period: _____

Grade: _____ Period: _____

Grade: _____ Period: _____

Grade: _____ Period: _____

Grade: _____ Period: _____

Lunch: _____

Additional information: _____

_____

_____

Your name: _____

APPENDIX

IX-D

TYPICAL DAILY FACULTY MEETING

AGENDA DURING STRIKE

1. REVIEW EVENTS OF DAY
2. PLAN FOR THE NEXT DAY
3. ROLE OF PARENTS
4. SUBSTITUTES
5. CLASS COVERAGE SCHEDULE
6. SECURITY
7. ATTENDANCE ACCOUNTING
8. CAFETERIA
9. BUS TRANSPORTATION
10. DISTRICT STATUS REPORT
11. NEGOTIATIONS PROGRESS

APPENDIX

IX-E

SCHOOL REPORT

DATE: _____ TIME: _____

SCHOOL: _____

Person reporting: _____ Position: _____

Principal present: Yes ____ No ____

All other administrators present: Yes ____ No ____

Number of faculty present: _____

Number of teachers from other schools present: _____

Number of substitutes provided: _____

Substitutes still needed to serve students in school today: _____

Head custodian present: Yes ____ No ____

School secretary present: Yes ____ No ____

Number of other clerical staff absent: _____

Number of food service staff absent: _____

Pickets: Yes _____ No _____ (Approximate No.) _____

Approximate number of students absent: _____

If your school receives bus students,

did all buses arrive: Yes ____ No ____

Additional information or requests for special assistance:

_____

_____

APPENDIX

IX-F

INCIDENT REPORT

Your Name: _____ School: _____

Date of Occurrence: _____ Time: _____ a.m./p.m.

Location of Incident: _____

Explain in detail what you saw. (Give names of persons involved.)

_____

_____

_____

_____

What statements did you hear and who made the statements?

_____

_____

_____

_____

Where did this occur?

_____

_____

_____

_____

Who else saw or heard this incident? (Name and school location/department.)

_____

_____

_____

_____

Do you have any documentation which supports your report? Yes___ No ___

(Please attach to this report.)

_____

Signature

APPENDIX

IX-G

ILLEGAL UNION/STRIKER ACTIVITY

1. Preventing nonstriking employees, students, or suppliers from entering or leaving the school site.

2. Interfering with employees, students or suppliers while they are driving between district property and their homes/businesses.

3. Bumping, jostling or hitting a nonstriker going through a picket line.

4. Causing damage to a vehicle or property going through a picket line.

5. Blocking access to school property with automobiles, railroad ties, etc., or by forming a human chain across the entrance ways.

6. Carrying sticks, clubs, chains, guns or piling bricks near the picket line for the use of pickets.

7. Threatening bodily harm to a nonstriking employee at work crossing the picket line, at home or anywhere.

8. Carrying out threats or assaults and batteries against nonstriking employees, students, parents, or suppliers.

9. Attacking district property or a nonstriker's real or personal property.

10. Threatening a nonstriker with the loss of his or her job if the union wins the strike.

11. Threatening or insisting that a nonstriker's seniority can be cancelled.

APPENDIX

IX-H

WHAT PRINCIPALS SHOULD DO IN A STRIKE SITUATION

Do not attempt to talk employees into coming to work if a strike occurs, or before a strike occurs. If a striker calls you at work or at home and wants your advice on what to do (come to work or not) - tell him this and only this (also try to have somebody pick up the phone as a witness--strikers sometimes don't tell the truth about what you say).

> "Charlie, I appreciate your call and concern. We will be keeping the schools open and you are welcome to come back. You have a right to come to work and you have a right to strike. It's your decision to make. Naturally, we would like to see you back to work, but the decision is yours to make. That's about all I can tell you. If you need more information you'll have to call Jack Johnson at the district office. Sorry I can't say any more to you, but the law restricts me quite a bit. Thanks for calling. Bye."

Do not promise an employee anything to get him to come back to work.

Do not threaten an employee in any way trying to get him to come back to work. For example, you can't threaten employees that you'll fire them if they decide to strike.

Do not "bad mouth" the union. This can get the district into a position of being accused that it is "undermining" the union (an unfair labor practice). You should always seek and follow the advise of attorneys before acting on your own.

Do not make private deals with your employees. As long as the union remains the certified bargaining representative, the district can only bargain with the union and cannot negotiate directly with employees.

Do not get trapped into meeting with striking employees--even if they request it. It's very dangerous because it can look like you are going to bargain with them. Also, you have the potential of multiple witnesses who may not tell the truth about what you did or did not say.

Do not interrogate employees about anything relating to the union--stick only to on the job needs when you must question them.

Do not interfere with strikers or pickets when you come in contact with them. Don't lose your temper if they hassle you--that may be exactly what they want to accomplish. If you over-react, they may be able to charge the district and you personally with an "unfair labor practice". Avoid talking to them for the same reason--even if they are your friends. You may be accused of something you didn't say. It is permissible to listen to what they say, but always try to have a witness of your own with you so they can't say you said something you did not.

CHAPTER X

POST-STRIKE PROCEDURES

CHAPTER X

POST-STRIKE PROCEDURES

A. The Rebuilding Process.

After all the traumatic, unpleasant experiences that everyone goes through when a strike occurs, nothing is more important, more positive in nature, more lasting in memory and more critical to the re-establishment of a professional image for education in the community than the process of re-building.

The world is full of negotiating experts; the literature is abundant, even burdensome, with strike procedures and methods of "how to." But little is written about and too little effort is expended on the process of school district image rebuilding. If conducted correctly and with the same energy as the process of strike management, rebuilding can prevent future strikes and can unify the entire community in search of quality education.

Just as school districts must plan for work stoppages, good school managers know that the most important plan of all may be the plan to heal the wounds and build a better school system than before.

B. Need to Establish the Quest for Quality.

During a work stoppage, the normal functions of a school system will have been neglected. It is urgent, therefore, that board of education supervision and policy development begin again; that management leadership in business and curriculum development be re-established and that educational goals of pupils be brought back into focus.

Of all of the groups affected by the strike the general public will be the most disillusioned and in need of assurance that once again educators will resume their roles as professionals.

An effective offense develops goals for winning. Thus, the after-strike rebuilding process must not simply set the goal to return the school system to its past status, but must rally the entire community to the needs of students in search of higher quality education.

C. The Board of Education's Right to Discipline Strikers.

The board of education may discipline strikers when they have engaged in unprotected activity during the course of an otherwise legal strike or the strike is deemed to be unlawful for some specific reason, i.e., it was commenced prior to completion of impasse procedures. (See Chapter I for discussion of possible disciplinary action against strikers.)

In the objective light of experience, little is gained and no positive rebuilding effort results when management seeks revenge by punitive measures. Of course, criminal action and criminal behavior cannot be tolerated; extremes must be dealt with and the law enforced in response to such behavior. However, board members and management must objectively study and assess the effects of disciplinary action in light of the quest for quality education and the re-establishment of a positive image for the educational community.

At no time in a work stoppage experience is there greater need for outside help, advice and counsel than when disciplinary action is being considered. In seeking advice, the board must look for experienced legal talent, but need not limit its consultation to the legal profession alone.

D. Negotiate the Process.

By tradition, the last item negotiated towards a strike settlement is an amnesty agreement. Amnesty language usually seeks no reprisals against strikers. Districts seldom include but should always insist that there be no reprisals by the teachers' organization or its members against nonstrikers, administrators, board members, community members and especially students.

Non-strikers are frequent targets of members who participated in the walkout, and reprisals and isolation can last for years. Every effort must be made to lessen this breach of professional and personal relationships and the amnesty clause can help prevent conflict and personal discomfort.

The request for amnesty and no reprisals by the teachers' organization should serve as the vehicle to commit both sides to a detailed process of image rebuilding and a long-range effort to prevent recurrences of the work stoppage and the re-establishment of community confidence in education.

It is the responsibility of creative management leadership to insist that it is an obligation of the union, in partnership with management, to rebuild the educational image. No better opportunity will exist than at the time the union demands amnesty and no reprisals as a last contract settlement item. At this final stage of negotiation, when the major issues have been settled and a positive attitude is being rekindled, is the time to commit both sides in writing, as part of the contract agreement, to a detailed plan outlining the steps that will be taken to rebuild and improve the educational structure and image.

The following list of suggestions could be agreed upon to facilitate the cooperative rebuilding process. The list is not all-inclusive, and the suggestions must be tempered with the climate, but amnesty is a mighty catalyst.

1. The creation of a tutorial effort to assure that the time students have missed will not be lost. This might include after-school study sessions, enriched presentations with parent-teacher cooperation and positive supervised homework assignments requiring parent-teacher feedback.

2. The establishment of a "homework telephone hot line" where teachers are available in the evenings to help students and parents with homework problems.

3. Community involvement projects establishing the teachers' contributions to the welfare of the community.

4. A deliberate, planned, visible, annual project showing that teachers and administrators are also interested in the entire community.

5. Creation of a community-wide effort (committee) to assess and plan toward a renewed goal of quality education.

6. Creation of a publication, directed toward the entire community, reporting positive educational happenings and emphasizing the need for quality education, with stress on joint teacher-administrator partnership toward that effort.

7. Creation of a joint awareness effort for understanding of the financial condition of the school district. Emphasize the quality of the school district's money management, while at the same time educating the public to the reality of the costs and needs of quality education.

8. Establishment of a process of "pre-negotiation dialogue" where concepts, ideas, studies and proposals are made year round -- where objective consideration can be explored with an expanding opportunity for more teachers to provide input than takes place at the formal negotiation sessions.

9. Assessment with the help of the entire community of the events and conditions that led to the strike, with proposals aimed at preventing future work stoppages.

10. Committing the teachers' organization to, and insisting that their building representatives have a commitment to, the positive workability of the contract. Contract management is a two-way responsibility.

11. Creation of a system-wide structure to prevent conflict, lessen grievances and work towards a positive management/staff relationship.

12. Outlining a joint effort to inform the staff and all administrators of and prepare them for the new provisions of the contract, stressing an attitude of equitable solutions to problems before they become grievances.

This is only a partial list. When the goal is cooperation for the students' good, the creativeness of both parties should be endless.

E. Enforcement of the Management Team Concept.

The management team concept of shared responsibility has been slow to develop in California. During a strike, however, all levels of management become an integral part of the strike management process. This shared experience, born of need, should become the vehicle for continued development of the management team and the inclusion of all managers in the total operation of the school district.

Too often the board of education and the superintendent ask for full cooperation and support of management during a work stoppage, only to revert to an autocratic management style after hostilities cease. There are numerous examples of strike settlements giving the staff increases in salaries and fringe benefits with no follow-through of equal consideration to management. Effective education systems can function only through the teamwork of boards, management and employees.

F. Principals' Key to Success.

Reconciliation will take place first at the building level. The key facilitator to develop this process is the building principal. His or her closeness to individual staff members and concern for individual student needs will serve as the catalyst to begin this reconciliation.

Principals should not be left in a void of knowledge about the terms and conditions of the new contract. They must be given inservice training if they are to be effective.

G. Why Did It Happen?

Experience shows that unless the events and conditions that preceded the strike are carefully analyzed and studied, it will happen again.

Such historical examination must be a bipartisan effort involving the staff, administration, board members, teachers' organization leadership and community members investigating, not for recrimination, but in an effort to prevent a recurrence. This effort should not be taken lightly as its value is potentially very constructive.

H. Post Mortem.

Strikes and work stoppages are the result of the failure of the collective bargaining process to work. Conflicts between personalities are inevitable. If healing is to take place, however, planned, long-term rebuilding must be agreed upon and developed.

The mission of all employees of a school system to provide high quality, uninterrupted education for students is the noble and worthwhile goal of all members of the profession. In the aftermath of a strike, a positive assessment will show that a better job can be done in the future than has been done in the past. The will to succeed in this effort is created by educators and board members with vision.

ADDENDUM

ACSA EMPLOYER/EMPLOYEE RELATIONS OFFICE

Normal procedure is for a district to request the ACSA Employer/Employee Relations Office and other ACSA staff members to help with the following:

1. Pre-planning: In the event that a district's management staff foresees the possibility of a work stoppage, ACSA can help the district's staff prepare and/or review the pre-planning necessary to prevent as many problems as possible.

2. Strike plan: ACSA can help prepare and/or review or update the district's strike plan. ACSA believes that a well conceived strike plan, besides being good administrative procedure, is the best prevention in the event a strike occurs.

3. Staff preparation: ACSA is prepared to work closely with the district's entire administrative staff in the pre-strike, during-strike and post-strike phases in an effort to assure continued operation of the schools, and to assure the support and encouragement of all administrators (who are under considerable strain and pressure during a work stoppage).

4. Analyze issues: ACSA is prepared to analyze the issues which precipitated the work stoppage. Sometimes only an outsider with considerable experience in labor relations and work stoppages can see objectively, since often the players are too close to the scene.

5. During the strike: ACSA is prepared to come to the district and observe in order to assure that all parts of the strike plan are in place and working, and to assess whether or not there are other steps which should be taken to assure a credible school district operation during the strike.

6. Post-strike: The reestablishment of a professional image for education in the community is critical when a work stoppage ends. ACSA is prepared to assist in this rebuilding process by working with the board of education, administrative staff, all employees, teachers' organization leadership and the community to assure the students once again of a quality education.